

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: December 3, 2008

Subject: Design Cooperative Agreement Amendment No. A04-028-02 and C07-191-01 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and Interstate 215 Segment 5 Project.

Recommendation:*

1. Approve Amendment No. 2 to Contract No. A-04-028 with Caltrans for the combined Connectors Project on SR-210 Segment 11 and I-215 Segment 5 Project in the amount of \$217,000.00
2. Approve Amendment No. 1 to Contract No. C07-191 with Caltrans for the Connectors Project on SR-210 Segment 11 in the amount of \$291,000.00

Background: These are amendments to existing cooperative agreements. As approved by the Board in November 2008, Caltrans is now acting as the lead agency for the purposes of advertising, awarding, and administering the construction of Segment 5 of Interstate 215 from north of 16th Street to SR-210 through San Bernardino and the new connectors from SR 210 to I-215, the final phase of the SR 210 Segment 11 project, through San Bernardino. These two projects are being administered as one construction project. The construction project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final Plans, Specifications, and Estimates (PS&E) package is nearing 100% completion and is expected to be advertised in mid 2009. Construction of the project is fully funded from State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds and State's Corridor Mobility Improvement Account (CMLA) funds.

*

*Approved
Board of Directors*

Date: December 3, 2008

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

These two cooperative agreement amendments, which are generally ministerial in nature, slightly modify the roles and responsibilities from the original design cooperative agreements to reflect that Caltrans will now be the lead agency through the duration of the design phase. Since the PS&E package is effectively already complete, Caltrans' primary function will be in reviewing the packages and preparing them as a final bid package. Part of the final review and preparation of the bid package is a review by the Federal Highways Administration (FHWA). For projects administered by Caltrans, this function is completed through Caltrans Office Engineer (OE) group at Caltrans Headquarters. This group will go through the entire package and make sure the bid package complies with State and Federal requirements and is of sufficient quality to minimize potential claims during construction.

Financial Impact: This action is consistent with anticipated expenditures in the Fiscal Year 2008/2009 budget. The funding source is the Measure I Valley Freeway Program.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 13, 2008. SANBAG Counsel has reviewed and approved the agreement as to form. (*Meeting Chaired by John Pomierski*)

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. A04-028-02

by and between

San Bernardino County Transportation Authority

and

California Department of Transportation

for

Design Cooperative Agreement for I-215 Segment 5 and SR 210 Segment 11 Connectors

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>8-1221 A/2</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: This is a design cooperative agreement amendment which specifies roles and responsibilities only.

Original Contract:	\$ <u>0</u>	Previous Amendments Total:	\$ <u>0</u>
		Previous Amendments Contingency Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>0</u>	Current Amendment:	\$ <u>217,000</u>
		Current Amendment Contingency:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 217,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>83809000</u>	<u>5553</u>	<u>Measure I Valley Major Projects</u>	<u>1300</u>	<u>\$ 217,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>1/7/04</u>	Contract Start: <u>1/7/04</u>	Contract End: <u>6/30/08</u>
New Amend. Approval (Board) Date: <u>12/3/08</u>	Amend. Start: <u>12/3/08</u>	Amend. End: <u>12/31/15</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 08/09 \$ <u>217,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority?

If no, has the budget amendment been submitted? ☒ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes ____ %

Task Manager: Garry Cohoe

Contract Manager: Stephen Yench

Garry Cohoe
Task Manager Signature

11/6/08
Date

Stephen Yench
Contract Manager Signature

6 NOV 08
Date

Chief Financial Officer Signature

11/7/08
Date

Chief Financial Officer Signature

Date

08-SBd-215-KP 14.2/16.3
(PM 8.8/10.1)
HOV and Operational
Improvements and Modify/Replace
Interchanges from n/o 16th Street to
SR-210 through San Bernardino in
San Bernardino County
EA 007191 and 4440U1
District Agreement No. 8-1221 A/2

AMENDMENT NO. 2 TO AGREEMENT NO. 8-1221

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 8-1221, entered into effective on _____, 2008, entered into effective on is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
entity, referred to herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the City of San Bernardino's and the County of San Bernardino's jurisdiction.
2. The STATE and AUTHORITY entered into an Agreement No. 8-1221 on January 7, 2004, said Agreement desired State Highway improvements consisting of widening for High Occupancy Vehicle (HOV) lane and operational improvements and modify/replace interchanges from north of 16th Street to State Route 210 on Route 215 at KP 14.2/16.3, referred to herein as "PROJECT", and AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and staffing costs using Measure I funding source except that the costs of STATE's Independent Quality Assurance (IQA) of Plans Specifications and Estimates(PS&E) prepared entirely by AUTHORITY will be borne by STATE.
3. The STATE and AUTHORITY also entered into an Amendment to Agreement No. 8-1221 A/1. Said Amendment extended the expiration date of the original Agreement No. 8-1221 from June 30, 2008 to December 30, 2015.

4. STATE and AUTHORITY now intend to replace in its entirety District Agreement No. 8-1221 with Amendment No. 2 under which PROJECT PS&E is to be engineered and finance. This Agreement will define herein the revised terms and conditions to complete PS&E activities for PROJECT.
5. The original Agreement is being amended to include work to be done by STATE. Said work consists of the task to prepare Contract Bid Documents, (STATE WORK).
6. STATE and AUTHORITY have made the decision to combine STATE WORK for PROJECTS covered by Agreement No. 1221, (Expenditure Authorization (EA) 00719), on Interstate 215 (I-215) Segment 5 and Agreement No. 1300, (EA 44407), on State Route 210 (SR-210) Segment 11. Combined costs thus incurred will be covered under a separate EA 4440U. STATE portion of PS&E work ie. STATE WORK for combined projects is estimated to cost \$450,000 out of which an estimate of \$193,000 is going to be spent on I-215 Segment 5 project and an estimate of \$257,000 on SR-210 Segment 11 project, as shown on Exhibit A, Agreement No. 8-1300 A/1, and the total amount will be billed under EA 4440U.
7. The costs and billing for STATE's WORK under this Agreement are covered under the Design Agreement No. 8-1300 A/1 between STATE and AUTHORITY.
8. STATE funds will not be used to finance any of the PS&E capital and support costs except as set forth in this Agreement.
9. PROJECT (PA&ED) for PROJECT was completed by STATE.
10. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
11. PROJECT landscape maintenance, right of way, and construction will be the subject of a separate future agreement or agreements.
12. The parties now define herein below the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PS&E capital and support costs including, but not limited to, cost incurred for the preparation of STATE WORK and all the connected direct and indirect costs for PROJECT. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY. STATE shall bear it's own costs for STATE's IQA work.

2. To not use STATE funds for any PROJECT capital and support costs except as set forth in this Agreement.
3. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
5. Personnel who prepare the PS&E shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
6. To have a Supplemental Project Report (SPR) and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The SPR and the final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the SPR and the PS&E services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
8. AUTHORITY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
9. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work for the SPR and PS&E as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
10. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
11. AUTHORITY agrees to have STATE advertise, award, and administer the construction contract for PROJECT. The Advertising, Award and Administration of the contract will

be the subject of a separate construction agreement between AUTHORITY and STATE. AUTHORITY shall provide STATE with plans in a format acceptable to STATE. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.

12. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
13. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
14. To submit to STATE a list of STATE horizontal and vertical control monuments that will be used to control surveying activities for PROJECT.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review, comment of all work necessary for completion of the SPR and PS&E for PROJECT undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion SPR and PS&E for PROJECT.
2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
3. To provide all available plans (hard copy and electronic), design documentation, studies, and reports to AUTHORITY which have been prepared by the STATE for PROJECT or for applicable portions of other segments which immediately adjoin or impact PROJECT. STATE shall provide all electronic information in its current software on CDs or DVDs according the total file size.
4. To prepare STATE WORK and perform IQA services for PROJECT according to STATE policy and procedure. If AUTHORITY requests STATE to perform any engineering services other than STATE WORK for PROJECT, AUTHORITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any other engineering work by STATE.

5. To submit a monthly progress report to AUTHORITY which describes the work performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT SPR and PS&E phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. The SPR for PROJECT, approved on November 7, 2008 is by this reference, made an express part of this Agreement. If there is a conflict of terms between the SPR and this Agreement, the terms of this Agreement shall prevail.
4. The basic design features shall comply with those addressed in the approved SPR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA).
5. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
6. The design preparation of related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's

Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

7. If, during preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with California Environmental Quality Act (CEQA) and if applicable, National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks by AUTHORITY.
8. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
9. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits, agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
10. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
11. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
12. The party that discovers HM will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

13. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

14. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

15. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
16. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
17. A separate Cooperative Agreement or agreements will be required to address Landscape Maintenance, right of way and to cover responsibilities and funding for the construction phase of PROJECT.
18. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
19. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
20. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by

STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

21. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
22. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
23. This Agreement shall terminate upon satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGES:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
GARY C. OVITT
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
JEAN-RENE BASLE
Counsel

by and between

San Bernardino County Transportation Authority

and

California Department of Transportation

for

Design Cooperative Agreement for SR 210 Segment 11 Connectors

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>8-1300 A/1</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment
Notes: This is a design cooperative agreement amendment which specifies roles and responsibilities only.			
Original Contract:	\$ <u>0</u>	Previous Amendments Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>0</u>	Previous Amendments Contingency Total:	\$ <u>0</u>
		Current Amendment:	\$ <u>291,000</u>
		Current Amendment Contingency:	\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>291,000</u>

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>82409000</u>	<u>5553</u>	<u>Measure I Valley Major Projects</u>	<u>1300</u>	<u>\$ 291,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 3/7/07 Contract Start: 3/7/07 Contract End: 12/31/12
 New Amend. Approval (Board) Date: 12/3/08 Amend. Start: 12/3/08 Amend. End: 12/31/15

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>291,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority?
 If no, has the budget amendment been submitted? ☒ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes _____ %

Task Manager: Garry Cohoe Contract Manager: Stephen Yench

Task Manager Signature: [Signature] Date: 11/6/08 Contract Manager Signature: [Signature] Date: 11/6/08

Chief Financial Officer Signature: [Signature] Date: 11/7/08

08-SBd-215-KP 14.4/18.6 and
SR-210-KP R34.8/R35.4
Segment 11
Construct State Highway Facilities
EA 444071 and 4440U1
District Agreement No. 8-1300 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 8-1300

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8-1300, entered into effective on _____, 2008, entered into effective on is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino's jurisdiction.
2. The STATE and AUTHORITY entered into an Agreement No. 8-1300 on April 3, 2007, said Agreement desired State Highway improvements to construct State Route 210 (SR-210)/Interstate 215 (I-215) State Highway facilities, west of Macy Street to "H" Street on SR-210 and south of Muscupiabe Drive to University Parkway on I-215, referred to herein as "PROJECT," and AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, using Measure I funding source except that the costs of STATE's Independent Quality Assurance (IQA) of Project Approval and Environmental Document (PA&ED) and Plans Specifications and Estimates (PS&E), and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable in the review, comment, and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by AUTHORITY will be borne by STATE. .
3. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 2 above.

4. STATE and AUTHORITY now intend to replace in its entirety District Agreement NO. 8-1300 with Amendment No. 1 under which PA&ED and PS&E is to be engineered and finance for PROJECT. This Agreement will define herein the revised terms and conditions to complete the PA&ED and PS&E activities for PROJECT.
5. The right of way was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on April 1, 1998, (District Agreement No. 8-1030).
6. The original Agreement is being amended to include work to be done by STATE. Said work consists of the tasks to prepare Contract Bid Documents (STATE WORK).
7. STATE and AUTHORITY have made the decision to combine STATE WORK for PROJECTS covered by Agreement No. 1221, (Expenditure Authorization (EA) 00719) on Interstate 215 (I-215) Segment 5 and Agreement No. 1300 (EA 44407) on State Route 210 (SR-210) Segment 11. Combined Costs thus incurred will be covered under a separate EA 4440U. STATE portion of PS&E work ie. STATE WORK for combined projects is estimated to cost \$450,000 out of which an estimate of \$193,000 is going to be spent on I-215 Segment 5 project and an estimate of \$257,000 on SR-210 Segment 11 Project, as shown on Exhibit A, and the total amount will be billed under EA 4440U.
8. AUTHORITY shall deposit with STATE the amount of \$200,000, to be paid under EA 4440U, which figure represents an initial deposit of AUTHORITY's share of the cost for STATE WORK for both the Projects combined and thereafter continue to deposit with STATE each month, the estimated expenditures for that month until completion of PROJECT work under this Agreement.
9. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT
10. PROJECT landscape maintenance and construction will be the subject of a separate future agreement or agreements.
11. This Agreement will define roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.
12. The parties now define herein below the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all work for the PA&ED and PS&E capital and support costs except for costs of STATE's IQA, STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable, and the cost incurred for the preparation of STATE WORK and all the connected direct and indirect costs. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY.
2. To not use STATE funds for any PROJECT capital and support costs except as set forth in this Agreement.
3. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
5. Personnel who prepare the PS&E and environmental documentation, including the investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
6. To have a Supplemental Project Report (SPR) and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The SPR and the final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To deposit with STATE within twenty five (25) days of receipt of billing therefore, (which billing will be forwarded immediately following execution of this Agreement) an amount of \$200,000, to be paid under EA 4440U, which figure represents an initial deposit of AUTHORITY's share of the cost for STATE's WORK. AUTHORITY's final cost for STATE WORK is estimated to be \$450,000. Any cost over and above the estimated cost for STATE WORK under this Agreement will also be the responsibility of AUTHORITY.

8. Thereafter, to deposit with STATE within ten (10) days preceding the beginning of each month, the estimated expenditures for that month, and to continue making such advanced deposits on a monthly basis until completion of PROJECT work under this Agreement.
9. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the SPR, prepare environmental documentation, including the investigative studies and technical environmental reports, prepare the PS&E services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
10. AUTHORITY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
11. Personnel who prepare the preliminary engineering and environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
12. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work for the SPR, PA&ED and PS&E as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits
13. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
14. To be responsible, at AUTHORITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State Highway right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
15. AUTHORITY agrees to have STATE advertise, award, and administer the construction contract for PROJECT. The Advertising, Award and Administration of the contract will be the subject of a separate construction agreement between AUTHORITY and STATE. AUTHORITY shall provide STATE with plans in a format acceptable to STATE. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.

16. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
17. To submit to STATE a list of STATE horizontal and vertical control monuments that will be used to control surveying activities for PROJECT..

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review, comment of all work necessary for completion of the SPR, PA&ED and PS&E for PROJECT undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion SPR and PS&E for PROJECT.
2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
3. To provide all available plans (hard copy and electronic), design documentation, studies, and reports to AUTHORITY which have been prepared by the STATE for PROJECT or for applicable portions of other segments which immediately adjoin or impact PROJECT. STATE shall provide all electronic information in its current software on CDs or DVDs according the total file size.
4. To prepare STATE WORK and perform IQA services for PROJECT according to STATE policy and procedure. If AUTHORITY requests STATE to perform any engineering services other than STATE WORK for PROJECT, AUTHORITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any other engineering work by STATE.
5. The total estimated cost for STATE WORK on the combined PROJECT is \$450,000 and will be billed under EA 4440U.
6. Thereafter, to prepare and submit to AUTHORITY monthly billing statements for AUTHORITY's share of estimated expenditures for that month one month in advance as PROJECT work proceeds.

7. To submit a monthly progress report to AUTHORITY which describes the work performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT SPR, PA&ED and PS&E phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. The SPR for PROJECT, approved on November 7, 2008 is by this reference, made an express part of this Agreement. If there is a conflict of terms between the SPR and this Agreement, the terms of this Agreement shall prevail.
4. The basic design features shall comply with those addressed in the approved SPR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA).
5. The design and preparation of environmental documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards,

implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

6. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

7. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
8. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits, agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
9. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
10. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE

will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

11. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.
12. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
13. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
14. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

15. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

16. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

17. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
18. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
19. A separate Cooperative Agreement or agreements will be required to address Landscape Maintenance, and cover responsibilities and funding for the construction phase of PROJECT
20. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
21. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description

brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

22. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
23. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
24. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
25. This Agreement shall terminate upon satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGES:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
GARY C. OVITT
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
JEAN-RENE BASLE
Counsel

EXHIBIT A

Date: 11/10/2008
 EA #: 44407
 Sponsoring Agency: SANBAG
 Agreement #: 1300 A-1

Project Location: IN SBD ON RTE 215 FROM MASSACHUSETTS AVE. OC TO UNIVERSITY PARKWAY UC AND ON RTE 210 FR E/O 27TH ST UC TO SR 210/215IC						
Administrated Phases of Work		Local Funds	Local Funds	Other Funds	State Funds	Totals
		Segment 5	Segment 11			
		Fund Type: Measure 1	Fund Type: Measure 1	Fund Type:	Fund Type:	
SUPPORT	Phase					
PA&ED	0					\$0.00
PS&E	1	\$193,000.00	\$257,000.00	\$0.00	\$0.00	\$450,000.00
RAW Support	2					\$0.00
Construction Support	3					\$0.00
CAPITAL	Phase					
RAW Capital	5					\$0.00
Construction Capital	4					\$0.00
TOTALS		\$193,000.00	\$257,000.00	\$0.00	\$0.00	\$450,000.00
Project Manager: Raghuram Radhakrishnan						

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: December 3, 2008

Subject: Transportation Development Act (TDA) – Article 3 Pedestrian and Bicycle Facilities and Transit Stop Access Improvement Call for Projects

Recommendation: * Authorize the release of TDA Article 3 Biennial Call for Projects for
1) Pedestrian and Bicycle Projects and
2) Transit Stop Access Improvement Projects.

Background: The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999 the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle projects.

In April 2007 the SANBAG Board awarded \$3,480,617 for Pedestrian and Bicycle Projects and \$814,926 for Transit Stop Access Improvement projects. These projects are to be completed within a two year time frame or June 30, 2009.

Staff is proposing to issue two Calls. Attachment A presents the TDA Article 3 80% funds Call for Pedestrian and Bicycle Projects (\$2,539,982 is available). Eligible projects include:

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0812a-vlb
50209000
Attachments:
BRD0812a1-vlb
BRD0812a2-vlb

- Preliminary engineering leading to construction of pedestrian or bicycle facility
- Right-of-Way acquisition necessary for Pedestrian or bicycle facility
- Construction or reconstruction of Class I, II and II bicycle facilities and sidewalks
- Provision of curbs, gutters and driveway ramp paving on a sidewalk project
- Purchase and installation of bicycle locker and/or racks at major employment centers, park-and-ride lots and transit terminals

Attachment B presents the TDA Article 3 20% funds Call for Transit Stop Access Improvement Projects (\$634,995 is available). No single jurisdiction shall receive more than 10% of the funds available under this call unless there are an insufficient number of project applications to fully utilize the amount available. Eligible projects include:

- Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
- Construction of new sidewalks to serve existing bus stop locations
- Construction of new sidewalks to serve new bus stop locations

Financial Impact: Both calls are consistent with the adopted SANBAG Budget and with the agency's administrative responsibilities under the TDA. The staff work effort associated with this item is funded under Task 50209000 – TDA Administration. The funding source is LTF Administration.

Reviewed By: This item was reviewed by the Plans and Programs Committee on November 19, 2008 and unanimously recommended for approval. (*Meeting chaired by Mark Nuaimi*)

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

BRD0812a-vlb
50209000
Attachments:
BRD0812a1-vlb
BRD0812a2-vlb

**TRANSPORTATION DEVELOPMENT ACT
ARTICLE 3 BIENNIAL CALL FOR PROJECTS
FOR
PEDESTRIAN AND BICYCLE FACILITIES**



Issued: December 3, 2008

Background:

In August 1999, the SANBAG Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to bus stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle facilities. The total amount available in this call for projects is \$2,632,242 and is comprised of funds from two fiscal years (FY 2008 & 2009).

Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Proposed projects must be consistent with the most recent Non-Motorized Transportation Plan approved by the SANBAG Board and the following guideline requirements:

- Projects submitted for approval must be consistent with the sponsor's adopted general plan or master plan of bikeways.
- The award of Article 3 Bicycle and Pedestrian funds may be for up to 100% of the project cost. However, SANBAG may recommend partial funding in preparing the recommended project list.
- Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.)
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

Eligible Projects:

1. Preliminary engineering leading to construction of pedestrian or bicycle facility
2. Right-of-way acquisition necessary for pedestrian or bicycle facility
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
4. Provision of curbs, gutters, and driveway ramp paving on a sidewalk project
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length. Match paving for sidewalk projects is not an eligible project cost.

Additional Information:

Each application should include a prioritized listing of proposed projects. Include a project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served. A map showing the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks shall be included. The map shall be inserted on page 1 of the project submittal form.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Local Plan Adoption – Requires applicant to have an adopted bicycle facilities plan, bicycle sub-element to the Circulation Element of its General Plan and a development review ordinance, standard or procedure which evaluates the need to incorporate bicycle improvements and/or amenities into conditions of development.	10
Connectivity – The relation of the proposed project to the regional and local systems. Proposed projects will receive 5 points if linked to an existing regional facility; 5 points if project involves more than one jurisdiction; 4 points if linked to an existing local facility; and 6 points if closing a gap in the regional system.	15
Destinations Served – Two points will be awarded for each destination served by the proposed project (e.g., employment centers, schools and colleges, retail centers and /or downtown areas, parks and other recreational uses, public buildings such as libraries, museums, government offices, stadiums, and residential areas).	10
Safety – The extent to which the proposed project will increase safety given the class of facility. Consideration will be given to accident incidence, pavement widths, bicycle lane demarcation, sight distances, speed differential and other safety considerations.	15
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater.	25
Intermodal Access – Five points will be award to proposed projects connecting to park-and-ride lots, transit terminals (bus and rail), and regional airports.	5
Project readiness/Cost Effectiveness – Five points will be awarded where existing roadways, pavement conditions, intersection signalization and other existing infrastructure accelerate project	10

development. Five points will be awarded where project design and environment clearances are complete.	
Population – The first applicant proposed project will receive 5 points. Subsequent proposed projects from the same applicant will receive 5 points up to a point where the total cost of all proposed projects is less than or equal to the applicants proportional allocation had such funds been allocated on a population basis.	5
Timeliness of Prior Project Completion	5
Total Possible Score	100

Project proposals will be reviewed by an evaluation committee. The evaluation committee, using the criteria contained in this call for projects, will score the proposed projects. The evaluation committee will be comprised of two SANBAG staff, engineering, public works or parks and recreation representatives from two cities/towns and the County and one member from an adjacent county transportation commission. The evaluation committee will make its recommendation to SANBAG Plans and Programs Committee who will forward its recommendation to the full SANBAG Board.

Call for Projects Schedule:

Issue Call for Projects	Wednesday, December 3, 2008
Project Proposals Due	Friday, March 6, 2009
Recommendation to Plans & Programs	Wednesday, April 15, 2009
Recommendation to Board	Wednesday, May 6, 2009

Project Completion and Payment:

Sponsor agencies receiving an allocation of \$250,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of \$250,000 or more may request progress payments, however, 20% of the awarded funds shall be held by SANBAG until proof of satisfactory project completion. Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. SANBAG will reimburse the recipient within 45 days. Recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the two full fiscal year period. Any funds allocated and not disbursed by the end of the two full fiscal year period shall be unallocated and returned the Article 3 Bicycle and Pedestrian Facilities fund.

**San Bernardino Associated Governments
Project Submittal Form
LTF, Article 3 Pedestrian/Bicycle Program
FY 2008-2009**

AGENCY:	CONTACT:	PHONE:
PROJECT NAME:		
PROJECT LOCATION MAP		
<i>Insert Project Map Here</i>		
PROJECT DESCRIPTION:		
PROJECT LENGTH:		
PROJECT TYPE		
<input type="checkbox"/> CLASS I BIKEWAY	<input type="checkbox"/> BIKE LOCKERS	
<input type="checkbox"/> CLASS II BIKEWAY	<input type="checkbox"/> BIKE RACKS	
<input type="checkbox"/> CLASS III BIKEWAY..	<input type="checkbox"/> SIDEWALKS	

CHECK IF PROJECT IS:

- ☐ INCLUDED IN A CURRENTLY APPROVED ADOPTED PLAN
- ☐ WILL BE INCLUDED IN SUCH A PLAN DURING NEXT FISCAL YEAR
- ☐ MEETS CALTRANS DESIGN STANDARDS FOR BICYCLE FACILITIES (APPLIES TO BICYCLE PROJECTS)
- ☐ IS PROJECT MULTI-JURISDICTIONAL? IF SO, EXPLAIN HOW:

ACTIVITY GENERATORS – CHECK ALL ACTIVITY GENERATORS DIRECTLY SERVED BY THE PROJECT

- ☐ EMPLOYMENT CENTERS
- ☐ SCHOOLS
- ☐ SHOPPING
- ☐ PARKS AND RECREATION
- ☐ PUBLIC BUILDINGS
- ☐ OTHER (DESCRIBE):

SAFETY CONSIDERATIONS

POSTED SPEED LIMIT _____ MPH

PAVEMENT WIDTH _____ FEET

AVERAGE DAILY TRAFFIC _____

OTHER SAFETY FACTORS _____

IS THIS PROJECT A MISSING LINK?

☐

YES

☐

NO

IF YES, EXPLAIN _____

DOES THIS PROJECT LINK DIRECTLY WITH ANOTHER MODE OF TRANSPORTATION?

☐

YES

☐

NO

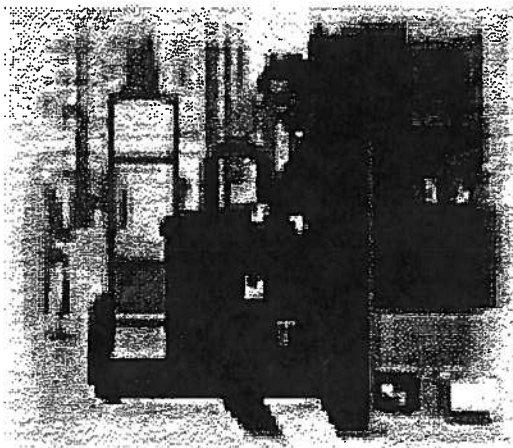
IF YES, EXPLAIN _____

IF YOUR AGENCY HAS OUTSTANDING PROJECTS FROM PRIOR YEARS, PLEASE GIVE THE CURRENT STATUS OF THOSE PROJECTS.

**ESTIMATED PROJECT COSTS (FOR MATCHING FUND
CALCULATIONS:**

- | | |
|---|-----------------|
| 1. PRELIMINARY ENGINEERING, PROJECT
ENGINEERING AND DESIGN COSTS | \$ _____ |
| 2. RIGHT-OF-WAY COST | \$ _____ |
| 3. PROJECT DEVELOPMENT COST | \$ _____ |
| 4. TOTAL PROJECT COST | \$ _____ |
| 5. LTF, ARTICLE 3 FUNDS REQUESTED | \$ _____ |
| 6. LOCAL MATCH | \$ _____ |
| 7. PERCENT LOCAL MATCH (LINE 6/LINE 4) | \$ _____ |

**TRANSPORTATION DEVELOPMENT ACT
ARTICLE 3 BIENNIAL CALL FOR PROJECTS
FOR
TRANSIT STOP ACCESS IMPROVEMENTS**



Issued: December 3, 2008

BRD0812a2-vlb
Attachment B
50209000

Background:

In August 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act Article 3 funds would be made available for projects that improve access to transit stops for pedestrian and persons with disabilities. This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this call for projects is \$658,060 and is comprised of funds from two fiscal years (FY 2008 to 2009).

Applicants may be cities, county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit.

Eligible Projects:

1. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
2. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations.
3. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
4. Construction of new sidewalks to serve existing bus stop locations.
5. Construction of new sidewalks to serve new bus stop locations.

Eligible project costs include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

Application Information:

Each application should include a prioritized listing of access improvement projects. Projects shall be classified as one of the five types of projects identified under the eligibility section above. Each project description should identify whether the existing right of way or a new easement is required for the proposed project. Where possible, the applicant should document that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility. The applicant should identify the number of bus routes and daily buses serving the stop, current or expected daily boardings and alightings as well as generators or attractors served at the proposed project location. Applications shall include pictures of the improvement site(s) or location(s). A schedule for project completion, by project, is to be included in the application. (See attached application form).

Project applications will be evaluated by a committee comprised of two SANBAG staff, engineering or public works staff from four cities/towns and/or the County and one member from the disabled community.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Project addresses identified access issues at existing bus stops.	20
Project is for access to a new bus stop location.	15
Cost Effectiveness – Shall include consideration of project cost divided by daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities	20
Reasonableness of Cost	15
Matching funds from applicant – Proposed projects will receive the following points based upon the extent of match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater ¹	25
Timeliness of Prior Project Completion	5

¹ Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Call for Projects Schedule:

Issue Call for Projects
Project Proposals Due
Recommendation to Plans & Programs
Recommendation to Board

Wednesday, December 3, 2008
Friday, March 6, 2009
Wednesday, April 15, 2009
Wednesday, May 6, 2009

Project Completion and Payment:

Recipients of funding approved by the SANBAG Board shall be reimbursed for expenses incurred up to the amount approved. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the request for reimbursement. SANBAG shall reimburse the recipient within 45 days. Recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year.

**Biennial Article 3 20% Fund
Call for Projects Application Form
FY 2008-2009**

1. Priority #: _____

2. Project Title: _____

3. Project Description:

4. Location: _____

_____ Existing Bus Stop

_____ New Bus Stop

_____ Existing ROW

_____ Easement Required

5. Project Cost Estimate: \$ _____

6. Non-TDA Article 3 Project Matching Funds: \$ _____

Source: _____

7. Location Characteristics:

_____ Bus Routes Serving Location

_____ Number of Daily Buses Serving Location

_____ Daily Boardings and Alightings

_____ Anticipated ADA Cost Savings

8. Listing of Generators and Attractors Served:

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: December 3, 2008

Subject: Transportation Development Act (TDA) Triennial Performance Audit

Recommendation:* Approve Contract C09056 with Pacific Municipal Consultants (PMC) for conducting the TDA Triennial Performance Audit of the San Bernardino County Transportation Commission and the following transit agencies: Omnitrans, Victor Valley Transit Authority, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, and the Cities of Barstow and Needles, in the amount not to exceed \$137,540.00 as identified in the Financial Impact Section.

Background: Section 99246 of the Public Utilities Code requires that SANBAG, acting as the county transportation commission, designate an entity other than itself, to make a performance audit every three years of its activities and the activities of each transit operator to whom it allocates funds. The past performance audit covered the period of Fiscal Years 2003 through 2005.

On September 4 the Board authorized the release of a Request for Proposal (RFP) to conduct the TDA Triennial Performance Audit of the San Bernardino County Transportation Commission and the following transit agencies: Omnitrans, Victor Valley Transit Authority, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, and the Cities of Barstow and Needles covering Fiscal Years 2006 through 2008. Notification of the release of the RFP was mailed to

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0812a-mab
50209000
Attachment:
C09056

176 firms and the RFP was posted on the SANBAG website. Proposals were due on October 2nd.

Proposals were received from the following three firms: Pacific Municipal Consultants (PMC) with Booz, Allen Hamilton as a subcontractor; Nelson\Nygaard Consulting Associates; and Moore and Associates. The evaluation of the proposals, using the criteria contained in the RFP, by the transit agencies was to be completed by Monday, October 27th. Four of the six transit agencies submitted their evaluations. The two that did not are the City of Needles and the Mountain Area Regional Transit Authority. The proposals for the Commission audit were evaluated by SANBAG staff.

The table below presents the results of the proposal evaluations. All three firms are qualified to perform the audits. PMC, while being a subcontractor for the firm that performed the last audits, conducted most of the work for Phase I and II of the transit audits. Nelson\Nygaard conducted the performance audits during the previous audit cycle. Both of these firms have conducted performance audits of large and small regional transportation planning agencies and transit operators. While Moore and Associates has conducted performance audits in the past, they have generally been conducted for the smaller regional transportation planning agencies and transit operators. Based on the scoring, and to a lesser degree the price, the PMC proposal is deemed to be the most responsive and responsible.

Performance Audit Evaluation Score and Price

	PMC with Booz, Allen Hamilton	Nelson\Nygaard	Moore & Associates
Commission Audit Score	98.7	94.3	72.7
Commission Audit Price	\$17,990.00	\$17,874.00	\$17,525.76
Transit Audit Score	92.7	84.5	83.2
Transit Audit Price	\$92,073.00	\$110,171.00	\$74,788.44
Budget Balance for Phase II	\$27,477.00	\$9,379.00	\$44,761.56
Not to Exceed Contract Amount	\$137,540.00	\$137,424.00	\$137,075.76

Financial Impact: The approval of this contract is consistent with the adopted FY 2008-2009 Budget. Funding for the triennial performance audits is provided for under Task 50209000 – TDA Administration. The funding source is Local Transportation Fund – Administration.

Board Agenda Item
December 3, 2008
Page 3

Reviewed By: This item was reviewed by the Administrative Committee on November 12, 2008 and unanimously recommended for approval. (*Meeting chaired by Paul Eaton*)

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

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50209000
Attachment:
C09056

SANBAG Contract No. C09056

by and between

San Bernardino Associated Governments

and

Pacific Municipal Consultants

for

Conducting the Transportation Development Act Triennial Performance Audit of the County Transportation Commission and the following transit operators/claimants: Cities of Barstow and Needles, MBTA, MARTA, Omnitrans and VVTA

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Not to exceed contract; Commission & Transit Phase 1=\$110,063, balance available for Phase II

Original Contract:	\$ <u>137,540.00</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 137,540.00

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>50209000</u>	<u>6010</u>	<u>LTF-Administration</u>	_____	\$ <u>137,540.00</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/3/08 Contract Start: 12/3/08 Contract End: 6/30/09
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:


Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
------------------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes _____ %Task Manager: **Michael Bair**Contract Manager: **Michael Bair**

Task Manager Signature



Date

11/10/08

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

C09056-mab
50209000

CONTRACT NO. C09056

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

and

PACIFIC MUNICIPAL CONSULTANTS

THIS CONTRACT is entered into as of December 3, 2008 in the State of California by and between San Bernardino County Transportation Commission, hereafter called COMMISSION, and Pacific Municipal Consultants, hereinafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COMMISSION requires certain professional services relating to conducting a triennial performance audit of COMMISSION, Omnitrans, Victor Valley Transit Authority, Morongo Basin Transit Authority, and Mountain Area Regional Transit Authority and the Cities of Barstow and Needles; and

WHEREAS, CONTRACTOR has skills, knowledge, and the ability to provide such services to the COMMISSION;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **CONTRACTOR SERVICES**

The CONTRACTOR will be responsible for conducting a performance audit of COMMISSION, Omnitrans, Victor Valley Transit Authority, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, and the cities of Barstow and Needles for fiscal years 2005-2006, 2006-2007 and 2007-2008 as set forth in Appendix A – Scope of Work.

2. **TERM**

This Contract will commence on December 3, 2008 and remain in effect until June 30, 2009. COMMISSION or CONTRACTOR may terminate this agreement at any time by serving thirty (30) days written notice to this effect on the other party. Additionally, in the event of misconduct or failure to perform required services, COMMISSION may immediately terminate this contract by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the contract and COMMISSION shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his/her sole discretion to give notice of termination on behalf of COMMISSION. Should COMMISSION, CONTRACTOR and the affected transit agency(s) agree to a Scope of Work for

Phase II, the Executive Director shall have the authority to extend the Term in accordance with the new Scope of Work.

3. COMPENSATION

As compensation for the above services during Fiscal Year 2008-2009, COMMISSION shall pay CONTRACTOR an amount not to exceed One Hundred and Thirty-Seven Thousand Five Hundred and Forty Dollars (\$137,540.00). The compensation for the Commission and Transit Phase I of the audit work, as identified by the CONTRACTOR's Proposed Budget dated December 3, 2008 (Attachment B), shall not exceed Seventeen Thousand Nine Hundred and Ninety (\$17,990.00) and Ninety Two Thousand and Seventy-Three Dollars (\$92,073.00) respectively.. The remaining balance of the contract value of Twenty-Seven Thousand Four Hundred and Seventy-Seven Dollars (\$27,477.00) may be used for Phase II audit work that is mutually agreed to by COMMISSION, CONTRACTOR and the affected transit operator(s).

- A. CONTRACTOR shall account for time spent and invoice COMMISSION on a monthly basis. Monthly invoices shall contain both the expenditures incurred during the month as well as a year to date total by cost category (salaries, overhead rate, profit and itemized direct charges) and segregate expenditures of the COMMISSION audit from those of the transit system audits. Each monthly invoice shall be accompanied by a narrative description of work performed.
- B. CONTRACTOR shall be paid at the personnel hourly rates, overhead rate and fixed fee rate and for expenses as indicated in Attachment B and shall not exceed One Hundred and Ten Thousand and Sixty-Three Dollars (\$110,063.00) for the Commission and Transit Phase I of the audit work. Any work beyond that contained in Commission and Transit Phase I shall be mutually agreed to by COMMISSION, CONTRACTOR and the affected transit operator(s) and be authorized in writing by the COMMISSION Executive Director or his/her designee. Compensation for Phase II work shall be based upon personnel hourly rates, overhead rate and fixed fee rate agreed to by COMMISSION.

4. KEY PERSONNEL

The personnel specified in CONTRACTOR's proposal dated October 2, 2008 are considered to be essential to the services to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel to other personnel, the CONTRACTOR shall notify COMMISSION reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by COMMISSION.

COMMISSION also reserves the right to approve proposed substitutions for key personnel.

5. INSURANCE

CONTRACTOR shall maintain during the term of this CONTRACT the following insurance coverages:

- A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on an occurrence form.
- B. CONTRACTOR (not including subconsultants) shall immediately furnish certificates of insurance to COMMISSION evidencing the insurance coverage above required, which certificates shall name COMMISSION as additional insured on all policies of liability insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to COMMISSION, and CONTRACTOR shall maintain such insurance from the time this CONTRACT is executed until the completion of such services.
- C. CONTRACTOR shall maintain Worker's Compensation insurance with limits established and required by the State of California.

6. INDEMNITY

CONTRACTOR agrees to defend, indemnify and hold harmless the COMMISSION, its officers, agents and employees from any claims, suits, liabilities, penalties, fines or damages resulting from any acts or omissions of CONTRACTOR arising from or which are alleged to arise from its performance of this CONTRACT except where such indemnification is prohibited by law.

7. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times and independent CONTRACTOR. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. COMMISSION shall rely on CONTRACTOR for results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance of services or as to the manner, means and methods by which services are performed. All workers furnished by CONTRACTOR pursuant to this CONTRACT, and all representatives of CONTRACTOR, shall be and remain the employees of CONTRACTOR or of

CONTRACTOR's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of COMMISSION.

8. **COMMISSION AUTHORITY**

COMMISSION's Executive Director shall have full authority to exercise COMMISSION's rights under this Contract. CONTRACTOR's reporting relationship shall be with COMMISSION's Director of Transit/Rail Programs, unless otherwise directed by COMMISSION's Executive Director.

In Witness Whereof, the parties have signed below.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**PACIFIC MUNICIPAL
CONSULTANTS**

Gary C. Ovitt
President

Philip O. Carter
President

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

Appendix A

Commission Audit

Scope of Work

III. SCOPE OF WORK

TECHNICAL APPROACH

PMC proposes a clearly defined work plan which we believe addresses the dual needs of meeting all audit requirements and providing substantive value to SANBAG. Our work program specifies the data elements to be sampled, documents to be reviewed, techniques that will be used, and administrative and operational management expertise that will be employed. In addition, we will notify the SANBAG Project Manager prior to the interviews with key personnel and stakeholders.

The tasks contained in the Commission audit includes determining compliance with statutory and regulatory requirements, following-up on prior audit recommendations, assessing compliance with respect to the review of transit claimants, and assessing functional areas such as TDA fund allocation, short range transit plans and programming, productivity oversight of transit service, and reporting responsibilities. An administrative draft report will be developed for review by SANBAG, followed by preparation of the final audit report and presentations.

The PMC team's approach to TDA performance audits involves several key factors to ensure study results that are accepted by and useful to the agency managers responsible for implementation. These factors include:

- Determining the causes of performance results through substantial investigation and agency input on management actions and other factors behind performance statistics and productivity trends. In determining the cause of performance results, we will consider the client's organizational culture, resources, and processes, as well as relevant external factors (e.g., funding, legislative mandates, and market characteristics). Understanding the cause of performance results is critical to development of recommendations and action plans that are useful to management for improving performance.
- Making clear, balanced findings which highlight agency achievements and successes, as well as areas for further improvement. We will objectively assess performance results and present findings from a balanced perspective. We will also present findings in the appropriate context and will focus on reporting the causes, not the symptoms, of performance results. Findings which have a significant impact on agency performance are clearly delineated from other less significant findings.
- Preparing a report that is useful to management is a hallmark of our audit approach. We will only make recommendations when a real opportunity to improve agency performance exists. Our recommendations will be tailored to each agency's operating environment and recognize funding and resource constraints.
- Effectively communicating with study stakeholders throughout this assignment is part of our "no-surprise" approach. We will provide ample opportunity for input and response by SANBAG throughout the study duration. Effective communication will be achieved through efficient conduct of meetings, early sharing of findings, candid discussions of alternative solutions and priorities, and the scheduling of adequate review time for all consultant deliverables.

As PMC was part of the consultant team for the SANBAG performance audits during the FY 2003-2005 cycle, we believe our familiarity with SANBAG as the client and our local understanding of the agency will be of tremendous value. This will allow us to conduct the audit extremely efficiently, focusing directly on those areas that will be most beneficial to SANBAG.

III. SCOPE OF WORK

PERFORMANCE AUDIT OF SAN BERNARDINO ASSOCIATED GOVERNMENTS

TASK 1: EVALUATE TDA ADMINISTRATIVE PROCESSES

Objective: Evaluate the way in which SANBAG complies with requirements under the Transportation Development Act.

Approach: The Public Utilities Code (PUC) lays out a series of compliance requirements that regional transportation planning entities, such as SANBAG, must meet. These are comprised of 15 specific requirements found in PUC Sections 99231, 99233, 99234, 99238, 99244, 99245, 99246, 99248, 99270, 99275, 99310, 99313, 99314, 99401, and the California Code of Regulations Section 6662. Conformance with these requirements will be ascertained during this initial task.

With this in mind, we will review SANBAG's previous performance audit, relevant accounting records, internal documents such as Board of Director's meeting minutes and meeting minutes from relevant policy and technical advisory committees and other pertinent information.

In addition, we will interview SANBAG staff to identify any problems that may impede the efficient and timely administration of the TDA funds. As part of this evaluation, we will conduct audit investigations to ensure that adequate documentation and instructions to claimants are available and that accurate records exist regarding apportionments and allocations to the claimants.

TASK 2: DETERMINE ORGANIZATIONAL RELATIONSHIPS AND STRUCTURE

Objective: Review the institutional relationships that exist between SANBAG, its TDA claimants and other transportation planning agencies.

Approach: During this task we will focus our activities in four specific areas.

- *Transportation Funds Administration.* This will include examining the way in which SANBAG allocates Local Transportation Funds, State Transit Assistance (STA) Funds, and any related revenues which the agency may manage.
- *Planning and Programming.* This will include evaluating the way in which SANBAG prepares transportation and related planning documents. We will also examine the process SANBAG follows in managing short-range transit plans for transit operators and other transit projects in its area of jurisdiction.
- *Relationship with Related Agencies.* We will interview SANBAG staff on its role in working with allied planning organizations such as other local County Transportation Commissions, Southern California Association of Governments, and Caltrans, as well as other local governmental agencies in its jurisdiction and in adjacent areas where travel and development may have an impact on SANBAG's TDA related responsibilities.
- *Internal Organizational Issues.* Finally, we will interview SANBAG staff to identify any administrative and management issues of concern to them. We will investigate potential issues and make findings and possibly recommendations as part of the audit.

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III. SCOPE OF WORK

TASK 3: EVALUATE CLAIM APPROVAL PROCESSES

Objective: Review each of the claims processes (as defined in the TDA guidelines) for Article 3, Article 4 and Article 8, and the State Transit Assistance Fund (STA) programs.

Approach: During this task we will review the claims process and SANBAG's role in administering the funds. We will discuss findings with SANBAG staff from our interviews with the claimants on any concerns raised with the claim approval process. From these interviews, we will review any documentation or reports required to confirm issues and seek to develop procedures that could assist the process if, in fact, problems are perceived. Sample completed claims packets and accompanying documentation to substantiate the claims for TDA funds will be collected and reviewed. Compliance checklists and/or other documents that are typically attached to the claims forms will be evaluated and reviewed with staff.

TASK 4: EVALUATE COORDINATION EFFORTS AND TRANSIT PRODUCTIVITY MONITORING AND OVERSIGHT

Objective: Review the transit reporting system and the performance indicator monitoring system for the operators providing service in SANBAG's area of jurisdiction.

Approach: In reviewing the TransTrack monitoring system, we will confirm or verify that the data provided by the systems is "adequate" for basing decisions on claim allocations and for monitoring progress on previous allocations. In performing this evaluation, we will select certain data provided by the systems and verify through independent confirmations, that the data is materially correct.

Our evaluation will also review the usefulness of the performance indicator monitoring system as a means to monitor trends in transit operator performance and in providing a focus for the performance audit process. The TransTrack system includes key operational data such as revenue miles and hours, passengers, fares, costs and subsidy, among other pertinent statistics. Performance measures such as passengers per hour and cost per passenger are developed from the entered data to monitor trends in service.

TASK 5: FOLLOW UP ON PRIOR PERFORMANCE AUDIT RECOMMENDATIONS

Objective: Review prior performance audit recommendations and actions taken by SANBAG to implement the recommendations.

Approach: The last performance audit made two new recommendations to develop a succession strategy, and to update the TDA application manual. During this task we will focus our activities in the following specific areas.

- *Obtain and Review Key Documents.* We will collect documents that contain prior recommendations and review the status of these recommendations. Possible key literature includes prior performance audits, recommendations submitted in management memorandums, and other performance evaluation documents.
- *Document Implementation of Recommendation.* We will follow up on the course of action taken by SANBAG to implement the recommendations.

If SANBAG has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation.

III. SCOPE OF WORK

If SANBAG is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable, with a clear statement of why (b) infeasible, with a clear statement of why, or (c) still valid and should be implemented and the benefits that are likely to result. For each determination, we will draw conclusions on the implementation status of these recommendations. If the prior recommendation still deserves merit, we will include the recommendation in the current audit report, either as stated or modified to account for any changes in conditions.

We will document evidence of implementation. Evidence may be contained in internal or public reports, memorandums and documents, or obtained by direct observation. The evidence used to confirm implementation will meet the standards for performance audit fieldwork evidence described in the Comptroller General's revised Government Auditing Standards.

TASK 6: IDENTIFY IMPROVEMENTS AND DEVELOP RECOMMENDATIONS

Objective: Identify the specific improvements that have been identified in each of the previous five tasks and develop recommendations that would assist in implementing the improvements.

Approach: Based on work done earlier during the study, recommendations will be developed for the following principal areas:

The TDA administrative process, including the institutional arrangements, the organizational structure, allocation process, prioritization, and how the previous performance audit recommendations have been implemented.

The TransTrack performance reporting system and processes and how the data can be used for claim review, analysis and monitoring performance.

The adequacy of the monitoring system including the validity of the data and whether the most appropriate data are being collected and utilized. Data consistency and comparability will be reviewed in developing recommendations for improvement.

Methods to improve transit service coordination, efficiency, effectiveness, and productivity.

Effectiveness of administrative controls.

The task will also highlight any areas where SANBAG is not in compliance with TDA regulations and the impact of that non-compliance will be identified. The recommendations, if any, will be described in sufficient detail to address the issue or concern found.

TASK 7: PREPARE DRAFT AND FINAL AUDIT REPORT

Objective: Prepare an administrative draft for review, and then finalize the audit report.




Approach: The SANBAG audit report will describe and summarize findings and recommendations regarding the TDA administrative and claims processes; the transit evaluation and performance indicator monitoring systems and their use; transit service coordination and integration; the relationship between authority and responsibility; and the efficiency, effectiveness, and economy of the TDA administrative process.

III. SCOPE OF WORK

We will provide the SANBAG project manager the draft management audit report by April 3, 2009 for review and comment. After we have received comments, we will prepare the final report, scheduled for completion on April 17, 2009. We will also be available to make presentations to the SANBAG Plans and Programs Committee, and the Board of Directors.

SCHEDULE

The project schedule on the following page shows the general duration of each task for the operator performance audit. As described in the RFP, it is assumed that the project will kick-off the week of December 3rd, and be completed by June 3, 2009 with the last in a series of presentations.

Task Description	Dec. 2008	Dec/Jan 2009	Feb/Mar	Apr/May	May/Jun
Task 1: Kick-off Meeting and Data Collection					
Task 3: Determine Compliance with Statutory and Regulatory Requirements					
Task 5: Verify Performance Indicators					
Task 7: Prepare Draft and Final Management Reports				 	

Appendix A

Transit Operators

Scope of Work

III. SCOPE OF WORK

TECHNICAL APPROACH

PMC proposes a clearly defined work plan which we believe addresses the dual needs of meeting all audit requirements and providing substantive value to SANBAG and the audited agencies. Our work program specifies the data elements to be sampled, documents to be reviewed, techniques that will be used, and administrative and operational management expertise that will be employed. In addition, we will notify the SANBAG Project Manager prior to the interviews with key personnel from the transit operators.

The tasks contained in the audit of the six transit operators under Phase I includes determining compliance with statutory and regulatory requirements, following-up on prior audit recommendations, verifying performance indicators and comparison against goals, and reviewing operator functions in detail. An administrative draft report will be developed for review by each entity being audited, followed by preparation of the final audit report and presentations.

The PMC team's approach to TDA performance audits involves several key factors to ensure study results that are accepted by and useful to the agency managers responsible for implementation. These factors include:

- **Determining the causes of performance results** through substantial investigation and agency input on management actions and other factors behind performance statistics and productivity trends. In determining the cause of performance results, we will consider the client's organizational culture, resources, and processes, as well as relevant external factors (e.g., funding, legislative mandates, and market characteristics). Understanding the cause of performance results is critical to development of recommendations and action plans that are useful to management for improving performance.
- **Making clear, balanced findings** which highlight agency achievements and successes, as well as areas for further improvement. We will objectively assess performance results and present findings from a balanced perspective. We will also present findings in the appropriate context and will focus on reporting the causes, not the symptoms, of performance results. Findings which have a significant impact on agency performance are clearly delineated from other less significant findings.
- **Preparing a report that is useful to management** is a hallmark of our audit approach. We will only make recommendations when a real opportunity to improve agency performance exists. Our recommendations will be tailored to each agency's operating environment and recognize funding and resource constraints.
- **Effectively communicating with study stakeholders** throughout this assignment is part of our "no-surprise" approach. We will provide ample opportunity for input and response by SANBAG and the audited agencies throughout the study duration. Effective communication will be achieved through efficient conduct of meetings, early sharing of findings, candid discussions of alternative solutions and priorities, and the scheduling of adequate review time for all consultant deliverables.

As PMC was part of the consultant team for the transit operator performance audits during the FY 2003-2005 cycle, we believe our familiarity with SANBAG as the client and our local understanding of the transit agencies to be audited will be of tremendous value. We have a strong knowledge of the operating environment of each transit operator and the prior audit recommendations. This will allow us to conduct the audits extremely efficiently, focusing directly on those areas that will be most beneficial to SANBAG and the audited agencies.

III. SCOPE OF WORK

PERFORMANCE AUDIT OF SAN BERNARDINO COUNTY TRANSIT OPERATORS

TASK 1: KICK-OFF MEETING AND DATA COLLECTION

Objective: Conduct initial kick off meeting with SANBAG to communicate work scope and schedule, understand project expectations, and answer questions. Develop list of specific documents to be provided by the transit operators.

Approach: We will coordinate the kick off meeting with the SANBAG project manager to:

- Introduce the PMC team;
- Review overall performance audit objectives;
- Clarify any aspects of our work plan, schedule or approach;
- Clarify the roles and responsibilities of SANBAG, the audited agencies, and the consultant team;
- Discuss the study schedule and progress reporting; and
- Initiate the data collection effort.

During the kick off meeting, we intend to discuss the audit steps and schedule, and understand some of the issues through discussion with SANBAG as the regional transportation funding agency.

As part of our initial communication, we will create a list of data needs and documents that traditionally have been used to help create a background assessment of the transit operator's performance and compliance over the past three years. Additional items may be identified as a result of the kick-off discussion. We will coordinate with SANBAG on the request for specific information and documents necessary to be provided by each operator to complete the audit requirements. We will follow up with telephone calls to answer questions and clarify data needs. At a minimum, the types of information required will include (for the audit period plus the FY 2005 baseline year):

- 1) Prior TDA performance audit of the transit system.
- 2) State Controller's Transit Operator Reports (FY's 2005 – 2008).
- 3) National Transit Database Reports (FY's 2005 – 2008).
- 4) Annual Budgets and Financial and Compliance Audits (FY's 2005 – 2008).
- 5) TDA and STA claims.
- 6) CHP Safety Compliance Report/Terminal Record Update, Carrier Inspection, and Equipment Inspection Report.
- 7) MOU's/ service provider agreements for transit operation and coordination.

III. SCOPE OF WORK

- 8) TransTrack performance productivity reports (e.g. monthly and end-of-year summary).
- 9) Vehicle operations data such as on-time performance, roadcalls, vehicle failures, and customer complaints.
- 10) Organizational charts, goals, objectives, policies and procedures.
- 11) Short and Long Range Transit Plans.
- 12) Sample reports from the contract operator and routine performance reports used by transit management.
- 13) Sample of marketing.
- 14) Sample of capital grants management.
- 15) Response to prior performance audit recommendations.

Upon receipt of the data, the PMC team will compile performance profiles using numeric data and initiate compliance reviews. We will begin to identify areas of compliance as well as potential non-compliance. We will also compile the TDA-mandated performance indicators, farebox recovery ratios, and other indicators that are relevant to functional area performance. We will document the values used for the statistics and indicators, note the amount of change, and determine whether this change represents a positive or negative trend. Causal factors for all observed trends will be determined in subsequent tasks.

TASK 2: CONDUCT TRANSIT OPERATOR SITE VISITS AND INTERVIEWS

Objective: Conduct in-person site visits for each of the agencies to be audited.

Approach: Prior to our transit operator site interviews and field work, we will review the materials provided from the list under Task 1 and generate a list of follow up questions to ask during the meetings and possibly other materials. The background data and preliminary analysis as described in the prior task will serve as a basis for the audit process and site visits.

The PMC team will schedule and conduct in-person site visits for each of the agencies to be audited. Performance trend results will be discussed with agency managers within major functional areas (Operations or Transportation, Maintenance, and Administration) in order to focus the site visit interviews accordingly. Interview guides will be developed and utilized to help focus discussions with agency managers and maximize the effectiveness of time spent in discussions with transit operator staff and management. Potential topics for discussion include:

- Data collection and reporting processes;
- Performance trends and factors influencing trends;
- Accomplishments and challenges; and
- Actions taken to implement prior audit recommendations, the resources required for implementation, and the results of those actions.

III. SCOPE OF WORK

The PMC team will not examine performance in a vacuum, which is why the site visits are important for this assignment. As the auditor, we recognize that performance findings are only meaningful when placed in the context of established objectives, overall policy direction, and constraints of the operating environment.

TASK 3: DETERMINE COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS

Objective: Review and make a determination as to each operator's compliance with TDA and related sections of the California Code of Regulations.

Approach: During this task we will focus our activities in three specific areas.

- ***Discuss Compliance Requirements with the Operator.*** This first step involves the PMC team meeting with operator staff and discussing the compliance requirements to ensure that the operator is aware of the compliance requirements described in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities. Approximately twelve operator compliance requirements are listed in the guidebook which we will discuss with each operator.
- ***Investigate Evidence of Compliance.*** Based upon the interviews and discussions with transit staff, we will investigate evidence of compliance by collecting pertinent documents and records that show sufficient objective evidence to meet each of the minimum twelve compliance requirements. Some of the documents will be from the initial data list provided during the kick off. Staff assistance from the operator as well as from SANBAG will be utilized to obtain the most relevant data. Evidence of compliance may also be produced from our direct observation of the compliance requirement.
- ***Disclose Results of the Compliance Review.*** We will document the methodology and results of the compliance review. The review will ensure that the evidence collected is objective and representative of the activities of the transit operator for the past three years. If we find an indication of non-compliance with any of the requirements, we will make a finding in the audit report, draw conclusions, and make appropriate recommendations.

TASK 4: FOLLOW UP ON PRIOR PERFORMANCE AUDIT RECOMMENDATIONS

Objective: Review prior performance audit recommendations and actions taken by each transit operator to implement the recommendations:

Approach: During this task the PMC team will focus its activities in three specific areas.

- ***Review Prior Recommendations and Evidence of Compliance.*** We will review the prior audit recommendations with respective transit staff and review the status of implementation. We will work with staff to determine the validity of each recommendation in light of the evolving nature of transit operations. Evidence may be contained in operator reports, memorandums and documents, and performance evaluation documents, or obtained through direct observation.
- ***Document Implementation of Recommendation for Each Operator.*** We will follow up on the course of action taken by the operator to implement the recommendations.

III. SCOPE OF WORK

If the operator has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation.

If the operator is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable, with a clear statement of why (b) infeasible, with a clear statement of why, or (c) still valid and should be implemented and the benefits that are likely to result. For each determination, we will draw conclusions on the implementation status of these recommendations. If the prior recommendation still deserves merit, we will include the recommendation in the current audit report, either as stated or modified to account for any changes in conditions.

- **Disclose Results of Follow-up Review.** We will document the results of the review and report the status of prior recommendations. For those recommendations that have been implemented, significant accomplishments from these prior recommendations will be recognized as well as difficulties and costs of implementation. The evidence used to confirm implementation will meet the standards for performance audit fieldwork evidence described in the Comptroller General's revised Government Auditing Standards.

TASK 5: VERIFY PERFORMANCE INDICATORS

Objective: Quantify and review the efficiency and effectiveness of the transit operator's activities, TDA-required performance measures, and other potential performance indicators if warranted.

Approach: Subtask A: The PMC team will first review and validate each operator's collection methods of basic data needed to calculate these indicators. The basic data include: operating cost; passenger counts; vehicle service hours; vehicle service miles; employee hours; and fare revenue. This will be accomplished through tracing and evaluating the steps taken by the operator to report the data. We will review sample driver logs, driver manifests, daily and monthly operator reports and other pertinent materials where actual performance data is recorded to determine their compliance with the TDA definitions (PUC 99247).

We will also review the operator's use of the TransTrack performance monitoring system, and validate or confirm the inputs and results. We will discuss the process utilized by each operator to input data into TransTrack, and identify possible areas of concern regarding the data that is transmitted to SANBAG.

Additional operations data such as on-time arrival, missed trips, and number of road calls and preventable accidents will be included in the review of operational performance. We will discuss this process with the transit operators and identify any issues discovered from our review of the data. If warranted, we will then suggest corrective actions to ensure compliance with the statute.

Subtask B: A triennial performance audit must include the verification of a minimum of five performance measures. Section 99246(d) of the Public Utilities Code requires that the performance indicators are:

- operator's operating cost per passenger;
- operating cost per vehicle service hour;

III. SCOPE OF WORK

- passengers per vehicle service hour;
- passengers per vehicle service mile, and
- vehicle service hours per employee as defined in Section 99247 of the California Public Utilities Code.

Though the farebox recovery ratio is not a required performance indicator under Section 99246(d), Section 99268 et seq. requires that the farebox ratio be calculated so that an operator's eligibility for funding can be determined. Article 8c operators in the County are also held to farebox ratio determinations for funding eligibility. We will be attentive to how each operator calculates their respective farebox ratios, as reflected in documents such as the State Controller's Report, TDA claims, TransTrack, and Annual Fiscal Audits.

For the municipal transit systems (cities of Barstow and Needles), we will carefully review the financial records and method of cost allocation of City administration, if any, to each respective transit system. We are very familiar with cost allocation plans and can provide a thorough review of the cost allocation process employed by the cities.

We will create user friendly tables to depict the trends over the recent three year period (as well as the previous three years if SANBAG chooses), on a systemwide basis and by mode/type (i.e. fixed route, dial-a-ride). We will contrast these performance trends with other three-year trends that influence transit performance (e.g., Consumer Price Index). We will document the values used for the statistics and indicators, note the amount of change, and determine whether this change represents a positive or negative trend. We will document causal factors for all observed performance trends based on the numerical information and information from the site visits.

In addition to tables, we will provide visual graphic representation via bar/line charts and data labels. The performance trends will provide the symptoms of potential issues that will be reviewed in-depth during the functional review audit, as well as changes in efficiencies and effectiveness.

Other performance indicators to be determined with SANBAG will be calculated if the analysis warrants further examination of a particular performance area of concern that is not covered by the any of the five indicators. Any additional performance measures that will be developed are intended to be useful and help determine trends in service. SANBAG has identified a sample list of these performance measures in the RFP for the larger operators, which cover system-wide performance, transportation operations, maintenance, service planning and administration. We will also consult the Transit Cooperative Research Program (TCRP) document entitled "A Guidebook for Developing a Transit Performance-Measurement System" for a comprehensive listing of performance indicators relative to various transit functional areas. Additional functional area performance indicators, primarily in the Transportation and Maintenance areas, pertaining directly to service efficiency and effectiveness during the audit period will be developed as necessary.

Each piece of basic data can be influenced by a series of interrelated variables in transit operations. Therefore, the calculation and analysis of the above performance indicators may point out potential issues or concerns that may need further investigation during the next task which will examine the operator functions. We will select and use the appropriate performance indicators to identify, quantify, and/or resolve performance problems and potential areas for improvement. We will draw upon our experience and also consult the TCRP document to select additional indicators. If appropriate, we will also compare the performance indicators to select peer transit agencies for informational purposes and a frame of reference.

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III. SCOPE OF WORK

TASK 6: OPERATOR FUNCTIONAL REVIEWS

Objective: Review the various functions and investigate potential functional concerns, problems, and possible improvements, while also highlighting recent accomplishments.

Approach: The review of operator functions can be divided into two parts - an initial review and a detailed review. The initial review will provide an understanding of the operator's characteristics and the functions performed. Operator characteristics include general data such as a description of the entity providing service, legal status (e.g. JPA or municipal operator), mode of service (bus, van, general public, specialized, etc.), type of service (fixed-route and dial-a-ride), and size of operations. The PMC team will review pertinent documents such as transit plans and staff reports in addition to discussions with appropriate transit staff to obtain a clear view of the general functions of each of the audited transit systems.

The detailed review of operator functions can be divided into the various functions of a transit operator. The various functions are consistent with the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities. These functions include: management and organization, operations, service planning, maintenance, financial planning and control, and marketing and public relations. SANBAG has outlined a list of areas that typically fall under one of these functions. Each function, in turn, can be broken into several sub-functional areas. For example, maintenance sub-functions include preventative maintenance, sufficiency of facility, vehicle conditions, and parts procurement. Likewise, operations can be separated into sub-functions such as dispatch, operations, on-time performance, and driver training. We will utilize various data means to perform the assessment, including interviews with transit staff and management, in-house data collection, annual productivity reports, surveys and public input, transit plans, and other materials presented to the governing boards of the transit operators.

We will describe the improvements and changes made over the past three years in each of the functions. We will also identify any functional concerns and evaluate them using such methods as calculating additional performance indicators that would be applicable to the functional concern. Our site visits and interviews, as well as documents such as board and advisory committee reports and agendas, and internal documentation, will help with describing the service changes or performance concerns.

From the functional review, we will then endeavor to provide a set of clear and concise recommendations for improvement with a clear timeline for implementation (possibly prioritize by year and quarter), and identify the potential cost-savings/benefit and responsible party for follow up. Depending on the operator function, the recommendations made may range from managerial improvements to operational efficiencies to financial controls. We are prepared to bring a fresh, objective approach to the audits and conduct the work as prescribed in state law.

TASK 7: PREPARE DRAFT AND FINAL MANAGEMENT AUDIT REPORTS

Objective: Prepare administrative drafts for review, and then finalize the management audit reports.

Approach: For each audited agency, the PMC team will prepare separate draft management letters encompassing all aspects of the Phase I work conducted and meeting state TDA requirements. The reports will also serve as detailed actions plans for recommended improvements, thereby providing useful management tools for SANBAG and the audited agencies. These letters will include a discussion of:

- Audit scope, approach, methodologies used to test compliance and internal controls, interviews conducted and documents reviewed;

III. SCOPE OF WORK

- Agency accomplishments during the audit period as well as particular challenges;
- Performance trends, audit findings and conclusions for the five TDA indicators;
- Causal factors contributing to performance results; and
- Specific recommendations for improvement as warranted by findings and conclusions with a suggested action plan for implementation.

The audits of the larger operators (Omnitrans and VVTA), if warranted, could include recommendations for additional functional audit work. We will consult with the operator and SANBAG on identifying such additional functional review and the extent of the estimated costs and expected benefits.

We will provide the SANBAG project manager the draft management audit reports by April 3, 2009 for circulation to the operators for review and comment (one electronic version of each transit operator audit to SANBAG; and one electronic version of each transit operator audit to the respective operator). After we have received comments, we will prepare the final reports, scheduled for completion on April 17, 2009. We will also be available to make presentations to the governing boards of each operator, the SANBAG Plans and Programs Committee, and the SANBAG Board of Directors. The purpose of each presentation will be to discuss the audit methodology, the primary findings from the audits, and proposed recommendations with justification. We will have flexibility to change the meeting dates of these presentations if requested by SANBAG.

PHASE II: ADDITIONAL FUNCTIONAL WORK


As described in the RFP, the PMC team will conduct additional Phase II work to examine performance within particular functional areas in more detail. The exact scope and timeline of the Phase II work will be determined based on discussions with SANBAG.

For Phase II, the PMC team will prepare more detailed analysis for specified functional areas based on findings from the Phase I performance audits. These functional areas could include general management and organization; service planning; scheduling, dispatch, and operations; vehicle and non-vehicle maintenance; marketing; human resources; and administration. We will request additional data from the audited agencies if necessary, and also conduct additional interviews by phone or in-person with the appropriate agencies. We will document the methodology, findings, and additional audit recommendations stemming from Phase II work in separate draft management letters to SANBAG and the agencies audited as part of Phase II. Based on comments received, we will finalize the Phase II management letters and provide them to SANBAG and the audited agencies.

III. SCOPE OF WORK

SCHEDULE

The project schedule below shows the general duration of each task for the operator performance audit. As described in the RFP, it is assumed that the Phase I work will kick-off the week of December 3rd, and be completed by June 3, 2009 with the last in a series of presentations. The Phase II work, which is a separate endeavor and not part of the statutory audit requirements, is anticipated to begin shortly after completion of the audits.

Task Description	Dec. 2008	Dec/Jan 2009	Feb/Mar	Apr/May	May/Jun
Task 1: Kick-off Meeting and Data Collection					
Task 2: Transit Operator Site Visits and Interviews					
Task 3: Determine Compliance with Statutory and Regulatory Requirements					
Task 4: Follow-Up On-Pump Performance Audit Recommendations					
Task 5: Verify Performance Indicators					
Task 6: Operator Functional Reviews					
Task 7: Prepare Draft and Final Management Reports					
Presentations					

Appendix B

Commission Audit

Proposed Budget

VII. COST PROPOSAL

PMC proposes a total budget of \$17,990 to conduct the SANBAG performance audit. We propose a total of 135 hours for this engagement. A detailed cost proposal by task is shown. A separate budget is prepared for the Phase I and Phase II transit operator performance audits under separate cover.

Task	PMC Team Staff Hours/Fully Burdened Rate						Total Hours	Total Budget
	D. Wong Project Manager, PMC Hours	\$135	Hours	R. Williams Associate, PMC Hours	\$95	Hours	PMC Admin Hours	\$70
Task 1: Evaluate TDA Administrative Processes	6	\$810	4	\$380	0	\$0	10	\$1,190
Task 2: Determine Organizational Relationships and Structure	8	\$1,080	4	\$380	0	\$0	12	\$1,460
Task 3: Evaluate Claim Approval Processes	8	\$1,080	4	\$380	0	\$0	12	\$1,460
Task 4: Evaluate Coordination Efforts and Transit Productivity Monitoring and Oversight	8	\$1,080	4	\$380	0	\$0	12	\$1,460
Task 5: Follow Up on Prior Performance Audit Recommendations	2	\$270	0	\$0	0	\$0	2	\$270
Task 6: Identify Improvements and Develop Recommendations	8	\$1,080	4	\$380	0	\$0	12	\$1,460
Task 7: Prepare Draft and Final Audit Report	38	\$5,130	26	\$2,470	3	\$210	67	\$7,810
Subtotal Labor	86	\$11,610	46	\$4,370	3	\$210	135	\$16,190
Direct Expenses:								
Travel/Per Diem		\$1,500		\$500		\$200		\$1,800
Total Commission Audit Hours/Budget	86	\$12,710	46	\$4,870	3	\$410	135	\$17,990

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Appendix B

Transit Operators

Proposed Budget

VII. COST PROPOSAL

PMC proposes a total budget of \$92,073 to conduct the Phase I performance audit of the transit operators. We propose a total of 600 hours (excluding Phase II) for this engagement, with 316 hours assigned to PMC, and 284 hours assigned to BAH. A detailed cost proposal by task is shown. A separate budget is prepared for the SANBAG/CTC performance audit under separate cover.

Our cost estimate of potential Phase II work resulting from the functional review is negotiable based on our future discussion with the SANBAG project manager and the nature of the Phase II work. However, based on our Phase I budget and the total budget set by SANBAG for this project, our preliminary estimate for Phase II is \$27,377.

"Phase I" Task	PMC Team Staff Hours/Fully Burdened Rate														Total Hours	Total Budget
	D. Wong		R. Williams		J. Bailey		PMC Admin		C. Pollan		M. Chang		A. Cheng			
	Project Manager, PMC		Associate, PMC		Associate, PMC				Associate, BAH		Associate, BAH		Sen. Consultant, BAH			
	Hours	\$135	Hours	\$95	Hours	\$35	Hours	\$70	Hours	\$230.95	Hours	\$161.69	Hours	\$123.20		
Task 1: Kick-off Meeting and Data Collection	8	\$1,080	0	\$0	0	\$0	0	\$0	2	\$462	8	\$1,294	8	\$986	26	\$3,821
Task 2: Transit Operator Site Visits and Interviews	40	\$5,400	16	\$1,520	0	\$0	0	\$0	0	\$0	24	\$3,881	16	\$1,971	96	\$12,772
Task 3: Determine Compliance with Statutory and Regulatory Requirements	10	\$1,350	12	\$1,140	0	\$0	0	\$0	4	\$924	20	\$3,234	12	\$1,478	58	\$8,126
Task 4: Follow Up On Prior Performance Audit Recommendations	8	\$1,080	4	\$380	0	\$0	0	\$0	0	\$0	12	\$1,940	8	\$986	32	\$4,386
Task 5: Verify Performance Indicators	20	\$2,700	16	\$1,520	12	\$1,020	0	\$0	4	\$924	24	\$3,881	32	\$3,942	108	\$13,967
Task 6: Operator Functional Reviews	32	\$4,320	24	\$2,280	8	\$680	0	\$0	6	\$1,386	32	\$5,174	32	\$3,942	134	\$17,782
Task 7: Prepare Draft and Final Management Reports	50	\$6,750	40	\$3,800	8	\$680	8	\$560	4	\$924	20	\$3,234	16	\$1,971	146	\$17,919
Subtotal Labor	168	\$22,680	112	\$10,640	28	\$2,380	8	\$560	20	\$4,619	140	\$22,637	124	\$15,277	600	\$78,792
Travel/printing/mail		\$3,750		\$800		\$0		\$400		\$1,236		\$1,236		\$1,236		\$8,657
10% PMC Overhead Charge on Subconsultant Cost																\$4,624
Total Phase "I" Hours/Budget	168	\$26,430	112	\$11,440	28	\$2,380	8	\$960	20	\$5,855	140	\$23,872	124	\$16,512	600	\$92,073
Phase "II"																
Labor	64	\$8,640	40	\$3,800	8	\$680	0	\$0	16	\$3,695	60	\$9,701	0	\$0	188	\$26,517
Direct Expenses		\$860		\$0		\$0		\$0		\$0		\$0		\$0		\$860
Total Phase "II" Hours/Budget	64	\$9,500	40	\$3,800	8	\$680	0	\$0	16	\$3,695	60	\$9,701	0	\$0	188	\$27,377
Phase I & II Grand Total Budget	232	\$35,930	152	\$15,240	36	\$3,060	8	\$960	36	\$9,550	200	\$33,574	124	\$16,512	788	\$119,450

Minute Action

AGENDA ITEM: 24

Date: December 3, 2008

Subject: Proposition 1B Trade Corridor Improvement Funds (TCIF) Revised Baseline Agreements for Grade Separation Projects.

- Recommendation:***
1. Approve the following revised Proposition 1B Trade Corridor Improvement Funds (TCIF) draft Baseline Agreements with the California Transportation Commission (CTC):
 - a. South Milliken Avenue Grade Separation Project (Contract No. C09016)
 - b. Vineyard Avenue Grade Separation Project (Contract No. C09018)
 - c. Archibald Avenue Grade Separation Project (Contract No. C09125)
 2. Authorize the Executive Director to execute the final TCIF Baseline Agreements including technical and administrative changes that maybe necessary following CTC staff review. Should any policy issues arise, the Executive Director will consult with Board Officers.

Background: The CTC acted on April 10, 2008 to program \$1.648 billion in Proposition 1B Trade Corridor Improvement Funds for projects in the Los Angeles/Inland Empire Corridor, with approximately \$239 million for SANBAG's Tier 1 projects. In its adopting resolution, the CTC required nominating agencies to provide executed project baseline agreements that commit to full funding of the projects, define the delivery schedule, scope, and expected performance benefits for all TCIF Projects.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

On September 3, 2008, the SANBAG Board approved ten TCIF baseline agreements including South Milliken Avenue, Vineyard Avenue and Valley Boulevard. Grade Separation Project. On October 1, 2008 SANBAG Board approved a TCIF program modification to withdraw the Valley Boulevard. Grade Separation Project from TCIF funding for \$7.65 million and requested the CTC to approve TCIF funding for the Archibald Avenue Grade Separation project in the same amount of \$7.65 million. This request was approved at the October 29, 2008 CTC meeting.

In addition to TCIF program modification, an updated cost estimate including right-of-way (ROW) and construction management cost was identified in the updated Project Study Report (PSR) for South Milliken Avenue and Vineyard Avenue grade separation projects. The updated cost estimates will increase the total financial commitment of the grade separation component of the Measure I 2010-2040 Major Street Program as well as local contributions.

SANBAG will continue to seek alternative funding sources for these projects, such as container fees and the new federal reauthorization. SANBAG staff will also work with local sponsors to identify other possible cost saving options on TCIF projects.

These Baseline Agreements identify funding arrangements, delivery schedule, scope, and expected performance benefits as required. (Note: Project Study Report or Equivalent (Exhibit B of each agreement) is not included due to the size of the documents; a copy of each report is available upon request.)

Financial Impact: This item is consistent with the approved Fiscal Year 2008-09 SANBAG Budget. These agreements commit future funding but have no direct impact on the current budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 19, 2008. (*Meeting chaired by Mayor Mark Nuaimi*)

Responsible Staff: Philip Chu, Transportation Programming Analyst
Ty Schuiling, Director of Planning and Programming

SANBAG Contract No. C09-016

by and between

San Bernardino County Transportation Authority

and

California Transportation Commission

for

South Milliken Ave. Grade Separation**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>CTC</u>	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>0</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	TCIF	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>9/3/08</u>	Contract Start: <u>9/2/08</u>	Contract End: <u>N/A</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
------------------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☐ Yes ☒ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☒ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Ty Schulling**Contract Manager: **Phillip Chu**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09016-pc

SANBAG Agreement No. C09016
TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the South Milliken Ave. Grade Separation, effective on September 1, 2008, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino Associated Governments (SANBAG), and the City of Ontario (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

- 2.1** Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund and included in this program of projects the South Milliken Ave. Grade Separation, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Draft Project Study Report or Equivalent attached hereto as Exhibit B, and the Project Benefits Form attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the provisions of the California Transportation Commission Resolution TCIP-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.
- 3.3** To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.
- 3.4** To adhere to the California Transportation Commission's Accountability Implementation Plan and Policies, and program and baseline amendment processes.
- 3.5** The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outline in this agreement requires an amendment.

- 3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost and schedule.
- 3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

4.2 Project Scope

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 Project Scope

See Project Benefits Form, Attached as Exhibit C.

4.4 Other Project Specific Provisions and Conditions

Deborah Barmack
Executive Director
San Bernardino Associated Governments

DATE

Gregory C. Devereaux
City Manager
City of Ontario

DATE

Will Kempton
Director
California Department of Transportation

DATE

John F Barna, Jr.
Executive Director
California Transportation Commission

DATE

Approved as to Form by:
Jean-Rene Basle
SANBAG County Counsel

DATE



Exhibit A
2008 Project Programming Request
 (Project Information)

General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date: 11/13/08	
Caltrans District	EA	PPNO	MPO ID	TCRP ID	
08			200405		
County	Route/Corridor	Project Sponsor/Lead Agency		MPO	Element
SBD		City of Ontario		SCAG	MT
Project Title					
South Milliken Ave Railroad Grade Separation at UP/Los Angeles					
PM/Br	PM/And	Project Mgr/Contact		Phone	Email Address
		Tom Danna		909-395-2387	tdanna@ci.ontario.ca.us
Location, Project Limits, Description, Scope of Work, Legislative Description					
In the City of Ontario along Alameda Corridor East, on Milliken Ave at UP/Los Angeles immediately north of Mission Blvd, construct grade separation.					
Component	Implementing Agency		AB 3090	Letter of No Prejudice	
PA&ED	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
PS&E	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Right of Way	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Construction	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Legislative Districts					
Assembly: 61, 71		Senate: 31, 32			
Congressional: 43, 44					
Purpose and Need					
Milliken Ave is a north/south corridor east of Los Angeles/Ontario International Airport (ONT) running from SR-60 to I-10 and provides access to and from ONT (for both passenger traffic and cargo-related uses), and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ NO. 50). It carries an estimated 19,500 vehicles per day (43,000 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from Milliken Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.					
Project Benefits					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2 hours per day in 2030 and is estimated to reduce 131 daily vehicle hours of delay in 2030.					
Project Milestone					Date
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					07/01/08
Circulate Draft Environmental Document					Document Type: N/A CEQA SE
Draft Project Report					01/01/09
End Environmental Phase (PA&ED Milestone)					12/31/09
Begin Design (PS&E) Phase					01/01/10
End Design Phase (Ready to List for Advertisement Milestone)					12/31/11
Begin Right of Way Phase					01/01/10
End Right of Way Phase (Right of Way Certification Milestone)					06/30/12
Begin Construction Phase (Contract Award Milestone)					12/01/12
End Construction Phase (Construction Contract Acceptance Milestone)					12/31/14
Begin Closeout Phase					01/01/15
End Closeout Phase (Closeout Report)					04/30/15



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 11/13/08

County	08	09	10	11	12	13	14+	Total
SBD	08	09	10	11	12	13	14+	0
Proposition	South Milliken Ave Railroad Grade Separation at UP/Los Angeles							

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Total Project Cost									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									Proposed TCIF
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON						8,031			
TOTAL						8,031			

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									Developer Impact Fees
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			747						
CON						13,926			
TOTAL			747			13,926			

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)	750								San Bernardino County Measure I
PS&E			2,000						
R/W SUP (CT)									
CON SUP (CT)									
R/W			2,989						
CON						47,672			
TOTAL	750		2,989			47,672			

Trade Corridor Improvement Fund
Project Benefits Form
EXHIBIT C

Project Title: S Milliken Ave. Grade Separation

Project Category: Grade Separation project (rail)

Project Type: Removal of at grade crossing

Outputs: Removal of one at grade crossing

Outcomes: Outcome

Safety Eliminate potential accidents with at grade crossings of rial lines

Velocity Reduction of 29 existing daily vehicle hours
Reduction of 131 daily vehicle hours in 2030

Throughput Elimination of current gate down time of 1.3 hours per day
Elimination of gate down time of 2.0 hours per day in 2030

Reliability Eliminate emergency vehicle delay time up to 5 minutes

Congestion Reduction Eliminate current at grade vehicle queue rate of 203 vehicles per hour per lane
Eliminate at grade vehicle queue rate of 448 vehicles per hour per lane in 2030

Emissions Reduction Estimate emission reductions in tons per day
CO2- 0.077
Nox- 0.00005
PM2.5- 0.00001
ROG- 0.00002

SANBAG Contract No. C09-018

by and between

San Bernardino County Transportation Authority

and

California Transportation Commission

for

Vineyard Ave. Grade Separation Project**FOR ACCOUNTING PURPOSES ONLY**☐ Payable

Vendor Contract # _____

Retention:

☒ Original☐ ReceivableVendor ID CTC☐ Yes _____ % ☒ No☐ Amendment

Notes:

Original Contract: \$ 0

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 0

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>N/A</u>	<u>N/A</u>	<u>TCIF</u>	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 9/3/08Contract Start: 9/2/08Contract End: N/A

New Amend. Approval (Board) Date: _____

Amend. Start: _____

Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**Approved Budget Authority →**Fiscal Year: _____
\$ _____**Future Fiscal Year(s) –
Unbudgeted Obligation →**

\$ _____

Is this consistent with the adopted budget? ☐ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental☐ Private☐ Non-Local☐ Local☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Ty SchuilingContract Manager: Philip Chu

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09018-pc

SANBAG Agreement No. C09018
TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1 This Project Baseline Agreement (Agreement) for the Vineyard Ave Grade Separation, effective on September 1, 2008, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino Associated Governments (SANBAG), and the City of Ontario (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

- 2.1 Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund and included in this program of projects the Vineyard Ave. Grade Separation, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Draft Project Study Report or Equivalent attached hereto as Exhibit B, and the Project Benefits Form attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2 To adhere to the provisions of the California Transportation Commission Resolution TCIP-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.
- 3.3 To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.
- 3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and Policies, and program and baseline amendment processes.
- 3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outline in this agreement requires an amendment.

- 3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost and schedule.
- 3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

4.2 Project Scope

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 Project Scope

See Project Benefits Form, Attached as Exhibit C.

4.4 Other Project Specific Provisions and Conditions

Deborah Barmack Executive Director San Bernardino Associated Governments	DATE
---	-------------

Gregory C. Devereaux City Manager City of Ontario	DATE
--	-------------

Will Kempton Director California Department of Transportation	DATE
--	-------------

John F Barna, Jr. Executive Director California Transportation Commission	DATE
--	-------------

Approved as to Form by: Jean-Rene Basle SANBAG County Counsel	DATE
--	-------------

Exhibit A

2008 Project Programming Request

(Project Information)



General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date: 11/13/08	
Caltrans District:	EA	PPNO	MPOID	TCRP No.	
08			200849		
County:	Route/Corridor:	Project Sponsor/Lead Agency:	MPO	Element	
SBD		City of Ontario	SCAG	MT	
Project Title					
Vineyard Ave Railroad Grade Separation at UP/Alhambra					
PM/BC	PM/Alt	Project Manager/Contact:	Phone	E-mail Address	
		Tom Danna	909-395-2387	tdanna@ci.ontario.ca.us	
Location, Project Limits, Description, Scope of Work, Legislative Description					
In the City of Ontario along Alameda Corridor East, on Vineyard Ave at UP/Alhambra immediately south of Holt Blvd, construct grade separation.					
Component:	Implementing Agency:	AB 3090	Letter of No Prejudice		
PA&ED	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
PS&E	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Right of Way	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Construction	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Legislative Districts					
Assembly: 61		Senate: 32			
Congressional: 43					
Purpose and Need					
Vineyard Ave is a north/south corridor north of Los Angeles/Ontario International Airport (ONT) running from I-10 to ONT and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ NO. 50). It carries an estimated 11,400 vehicles per day (25,200 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from Vineyard Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.					
Project Benefits					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2.4 hours per day in 2030 and is estimated to reduce 98 daily vehicle hours of delay in 2030.					
Project Milestone					Date
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					07/01/08
Circulate Draft Environmental Document					Document Type: N/A CEQA SE
Draft Project Report					01/01/09
End Environmental Phase (PA&ED Milestone)					12/31/09
Begin Design (PS&E) Phase					01/01/10
End Design Phase (Ready to List for Advertisement Milestone)					12/31/11
Begin Right of Way Phase					01/01/10
End Right of Way Phase (Right of Way Certification Milestone)					06/30/12
Begin Construction Phase (Contract Award Milestone)					12/01/12
End Construction Phase (Construction Contract Acceptance Milestone)					12/31/14
Begin Closeout Phase					01/01/15
End Closeout Phase (Closeout Report)					04/30/15



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 11/13/08

County	CDISTRICT	PPNS	TOTRIPROGNO	EX
SBD	08	0	0	0
Project Title: Vineyard Ave Railroad Grade Separation at UP/Alhambra				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	2,000	0	0	0	0	2,000	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	6,722	0	0	0	0	6,722	
CON	0	0	0	0	0	19,808	0	19,808	
TOTAL	750	0	8,722	0	0	19,808	0	29,280	

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON						6,884		6,884	
TOTAL						6,884		6,884	Proposed TCIF

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			1,880					1,880	
CON						6,673		6,673	
TOTAL			1,880			6,673		8,553	Developer Impact Fees

Existing Funding									Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	750							750	
PS&E			2,000					2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W			6,722					6,722	
CON						19,808		19,808	
TOTAL	750		8,722			19,808		29,280	San Bernardino County Measure I

Trade Corridor Improvement Fund
Project Benefits Form
EXHIBIT C

Project Title: Vineyard Ave. Grade Separation

Project Category: Grade Separation project (rail)

Project Type: Removal of at grade crossing

Outputs: Removal of one at grade crossing

Outcomes:

Outcome

Safety

Eliminate potential accidents with at grade crossings of rial lines

Velocity

Reduction of 23 existing daily vehicle hours

Reduction of 98 daily vehicle hours in 2030

Throughput

Elinination of current gate down time of 1.6 hours per day

Elimination of gate down time of 2.4 hours per day in 2030

Reliability

Eliminate emergency vehicle delay time up to 5 minutes

Congestion Reduction

Eliminate current at grade vehicle queue rate of 178 vehicles per hour per lane

Eliminate at grade vehicle queue rate of 394 vehicles per hour per lane in 2030

Emissions Reduction

Estimate emission reductions in tons per day

CO2- 0.86

Nox- 0.00006

PM2.5- 0.00001

ROG- 0.00003

SANBAG Contract No. C09-125

by and between

San Bernardino County Transportation Authority

and

California Transportation Commission

for

South Archibald Ave. Grade Separation Project**FOR ACCOUNTING PURPOSES ONLY**☐ Payable

Vendor Contract # _____

Retention:

☒ Original☐ Receivable

Vendor ID CTC

☐ Yes _____ % ☒ No☐ Amendment

Notes:

Original Contract: \$ 0

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 0

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>N/A</u>	<u>N/A</u>	<u>TCIF</u>	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/3/08Contract Start: 12/3/08Contract End: N/A

New Amend. Approval (Board) Date: _____

Amend. Start: _____

Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**Approved Budget Authority →**

Fiscal Year: _____

\$ _____

**Future Fiscal Year(s) –
Unbudgeted Obligation →**

\$ _____

Is this consistent with the adopted budget? ☐ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental☐ Private☐ Non-Local☐ Local☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Ty SchuilingContract Manager: Philip Chu

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C09125-pc

SANBAG Agreement No. C09125
TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the South Archibald Ave Grade Separation, effective on December 3, 2008, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino Associated Governments (SANBAG), and the City of Ontario (Project Sponsors), sometimes collectively referred to as the "Parties".

2. RECITAL

- 2.1** Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund and included in this program of projects the South Archibald Ave. Grade Separation, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Draft Project Study Report or Equivalent attached hereto as Exhibit B, and the Project Benefits Form attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the provisions of the California Transportation Commission Resolution TCIP-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.
- 3.3** To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.
- 3.4** To adhere to the California Transportation Commission's Accountability Implementation Plan and Policies, and program and baseline amendment processes.
- 3.5** The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outline in this agreement requires an amendment.

- 3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost and schedule.
- 3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

4.2 Project Scope

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 Project Scope

See Project Benefits Form, Attached as Exhibit C.

4.4 Other Project Specific Provisions and Conditions

Deborah Barmack
Executive Director
San Bernardino Associated Governments

DATE

Gregory C. Devereaux
City Manager
City of Ontario

DATE

Will Kempton
Director
California Department of Transportation

DATE

John F Barna, Jr.
Executive Director
California Transportation Commission

DATE

Approved as to Form by:
Jean-Rene Basle
SANBAG County Counsel

DATE



Exhibit A 2008 Project Programming Request (Project Information)

General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date:	11/13/08
Caltrans District	EA	PPNO	MPOID	ICRP No.	
08			200804		
County	Route/Corridor	Project Sponsor/Lead Agency		MPO	Element
SBD		City of Ontario		SCAG	MT
Project Title					
South Archibald Ave Railroad Grade Separation at UP/Los Angeles					
PM/BR	PM/And	Project Mgr/Contact		Phone	E-mail Address
		Tom Danna		909-395-2387	tdanna@ci.ontario.ca.us
Location, Project Limits, Description, Scope of Work, Legislative Description					
In the City of Ontario along Alameda Corridor East, on S Archibald Ave at UP/Los Angeles immediately north of Mission Blvd, construct grade separation (likely highway under rail).					
Component	Implementing Agency		AB 680	Letter of No Prejudice	
PA&ED	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
PS&E	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Right of Way	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Construction	Ontario		<input type="checkbox"/>	<input type="checkbox"/>	
Legislative Districts					
Assembly: 61		Senate: 32			
Congressional: 43					
Purpose and Need					
South Archibald Ave is a north/south corridor south of Los Angeles/Ontario International Airport (ONT) running from SR-60 to ONT and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ NO. 50). It carries an estimated 10,400 vehicles per day (33,500 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from South Archibald Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.					
Project Benefits					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2 hours per day in 2030 and is estimated to reduce 113 daily vehicle hours of delay in 2030.					
Project Milestones					Date
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					07/01/08
Circulate Draft Environmental Document					Document Type: N/A CEQA SE
Draft Project Report					01/01/09
End Environmental Phase (PA&ED Milestone)					12/31/09
Begin Design (PS&E) Phase					01/01/10
End Design Phase (Ready to List for Advertisement Milestone)					06/30/11
Begin Right of Way Phase					01/01/10
End Right of Way Phase (Right of Way Certification Milestone)					06/30/12
Begin Construction Phase (Contract Award Milestone)					12/01/12
End Construction Phase (Construction Contract Acceptance Milestone)					12/31/14
Begin Closeout Phase					01/01/15
End Closeout Phase (Closeout Report)					04/30/15



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 11/13/08

County	SBD	08	0	0	0
Project Title	South Archibald Ave Railroad Grade Separation at UP/Los Angeles				

Existing Total Project Cost								Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	
E&P (PA&ED)	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	
Proposed Total Project Cost								Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	
E&P (PA&ED)	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	

Fund No. 1:	Existing Funding								Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									Proposed TCIF
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON						7,658			
TOTAL									

Fund No. 2:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)									Developer Impact Fees
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			269					269	
CON						10,862		10,862	
TOTAL	0	0	269	0	0	10,862	0	11,131	

Fund No. 3:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)	750							750	San Bernardino County Measure I
PS&E			2,000					2,000	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W			1,077					1,077	
CON						35,790		35,790	
TOTAL	750	0	3,077	0	0	35,790	0	39,617	

Trade Corridor Improvement Fund
Project Benefits Form
EXHIBIT C

Project Title: South Archibald Ave. Grade Separation

Project Category: Grade Separation project (rail)

Project Type: Removal of at grade crossing

Outputs: Removal of one at grade crossing

Outcomes:

Outcome

Safety	Eliminate potential accidents with at grade crossings of rail lines FRA accident data show 2 injury collisions in the past 10 years
Velocity	Reduction of 15 existing daily vehicle hours Reduction of 113 daily vehicle hours in 2030
Throughput	Elimination of current gate down time of 1.3 hours per day Elimination of gate down time of 2.1 hours per day in 2030
Reliability	Eliminate emergency vehicle delay time up to 5 minutes
Congestion Reduction	Eliminate current at grade vehicle queue rate of 162 vehicles per hour per lane Eliminate at grade vehicle queue rate of 523 vehicles per hour per lane in 2030
Emissions Reduction	Estimate emission reductions in tons per day CO2- 0.06 Nox- 0.00005 PM2.5- 0.00001 ROG- 0.00002

Minute Action

AGENDA ITEM: 25

Date: November 19, 2008

Subject: Quarterly Administrative Report on SANBAG Federal Funding Programs

Recommendation:*

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

Background: Assembly Bill 1012 (AB1012) requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the Federal Highway Administration (FHWA) to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the

*

*Approved
Plans and Programs Committee*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

Quarterly Reporting Status

Tables 1 – 3 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by October 15th as required by the terms of their contract.

Obligation Status

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. As of September 30, 2008, SANBAG has met AB1012 requirements for federal fiscal year 2006. Please refer to attached Caltrans Local Assistance “Apportionment Status Report” for apportionment balances for both CMAQ and STP funds. According to schedules provided by project sponsors in the quarterly reporting, SANBAG will should meet the obligation requirements for fiscal year 08/09, as well.

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligational Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. In addition, FHWA has been issuing rescissions of federal apportionments. An analysis of the projected impacts of the OA Management Policy and the federal rescissions is necessary before allocation of additional funds.

Financial Impact: Funding for SANBAG’s monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37309000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG’s inability to assure timely obligation of funds to avoid loss to the agency and its members.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Planning and Programming Committee on November 19, 2008 and by the Mountain Desert Committee on November 21, 2008. (*Plans and Programs chaired by Mayor Mark Nuaimi and Mountain Desert chaired by Supervisor Brad Mitzelfelt*)

Responsible Staff: Ty Schuiling, Director of Planning and Programming

TABLE 1
Congestion Mitigation and Air Quality Program Status
Mojave Desert Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/09/00	\$224,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 1/11
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/09/03	\$578,162	\$578,162	Apr-08	Jul-08	Oct-08	Jan-08	Funds obligated 9/08
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	20020140	08/09/03	\$204,889	\$96,889	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 08/09
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/09/03	\$1,142,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 08/09
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	\$1,350,000	\$1,350,000	Apr-08	Jul-08	Oct-08	Jan-08	Funds obligated 7/08
SANBAG	Rideshare Program for Mojave Desert Air Basin	20040828	08/09/03	\$1,888,731	\$1,888,731	Apr-08	Jul-08	Oct-08	Jan-08	Funds obligated 9/08
Upland	Upland Metrolink Station	20040825	10/05/05	\$2,776,800	\$0	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 08/09
Victorville	Park & Ride at Victor Valley College	01-048	12/09/00	\$650,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be re-submitted 11/08
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$639,101	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 submitted 8/14
Victorville	Bear Valley Road / Fish Hatchery Rd Signal	20041201	11/03/04	\$180,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 6/09
WVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	08/09/03	\$1,136,725	\$265,590	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 08/09
	TOTALS			\$10,570,408	\$3,979,372					

Obligation Status

Fiscal Year 08/09:	
Obligated Amount to Date*	\$8,250,655
Additional Obligation Scheduled by 11/09	\$3,590,236

NOTES:
 * - Includes projects with closed contracts and projects funded through Board set-asides
 ** The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 2
Congestion Mitigation and Air Quality Program Status
South Coast Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200828	10/05/05	\$5,050,000	\$5,050,000	Apr-08	Jul-08	Oct-08	Jan-08	Obligated 7/08
Caltrans	I-215 - I-10 to SR 30 HOV Lanes & Op Improvements	713	08/10/05	\$47,007,000	\$33,754,000	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 for Seg. 1 to be submitted 2/09.
Colton	Washington St at Reche Cyn & Hunts Ln Mitigation	00-102	02/02/00	\$400,000	\$80,000	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 5/09
MARTA	Replacement Paratransit Vehicle Purchase	200423	06/06/03	\$723,691	\$281,791	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 09/09 and future years
OmniTrans	Bus Replacement - Alt Fuel	SB090106	09/09/03	\$9,317,000	\$9,317,000	Apr-08	Jul-08	Oct-08	Jan-08	Obligated 5/20/08
San Bernardino	Metrolink Parking Structure	20020802	10/05/05	\$6,808,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 4/09
SANBAG	Rideshare Program for South Coast Air Basin	20061707	09/09/03	\$4,025,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 09/09
SANBAG	Rideshare Program for South Coast Air Basin	20040827	12/01/04	\$9,833,000	\$2,038,000	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 09/09 & 10/11
SANBAG	Valley Traffic Signal Coordination - Tier 2	2001014	12/05/01	\$2,476,970	\$1,752,724	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in future years
SANBAG	Valley Traffic Signal Coordination - Tier 3 & 4	20061502	08/06/03	\$4,500,000	\$1,000,000	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 09/09 and 10/11
Upland	Upland Metrolink Station - Parking Expansion	20040925	10/05/05	\$2,776,800	\$0	Apr-08	Jul-08	Oct-08	Jan-08	Funds programmed in 09/10
TOTALS					\$89,717,461					

Obligation Status

Fiscal Year 08/09:	
Obligated Amount to Date*	\$27,993,338
Additional Obligation Scheduled by 1/09	\$30,730,746

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides
 ** The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 3
Regional Surface Transportation Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2008 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	EI Mirage Rehab & Paving - West City Limits to US395	01-038	12/07/05	\$1,375,488	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 11/2010
Caltrans	I-215 - I-10 to SR30 HOV Lanes & Op Improvements	713	08/01/03	\$41,181,000	\$29,307,000	Apr-08	Jul-08	Oct-08	Jan-08	Obligation scheduled for 08/09
Caltrans	NEPA Delegation Agreement with Local Assistance	NEPADEL	N/A	\$104,617	\$82,770	Apr-08	Jul-08	Oct-08	Jan-08	Programmed for obligation in 08/09
Colton	Main St & Iowa Ave Intersection	01-077	02/07/01	\$250,000	\$19,476	Apr-08	Jul-08	Oct-08	Jan-08	RFA2 to be submitted 11/08
Heipertia	Ranchero Rd Grade Separation	SBD031278	12/07/05	\$3,650,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA3 to be submitted 1/10
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$1,925,000	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA2 to be submitted 1/09
SB County	SB County 110% Minimum Guarantee	SBCMG	N/A	\$6,568,214	\$5,471,845	Apr-08	Jul-08	Oct-08	Jan-08	Programmed for obligation in 08/09
SB County	Needles Hwy-N St to Nevada StateLine-Realign Rehab	01-033	10/04/00	\$1,434,865	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA2 to be submitted 5/09
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,597,284	\$0	Apr-08	Jul-08	Oct-08	Jan-08	RFA2 to be submitted 5/09
	TOTALS			\$58,084,446	\$34,881,091					

Obligation Status

Fiscal Year 08/09:	
Obligated Amount to Date*	\$68,955,340
Additional Obligation Scheduled by 11/09	\$17,580,590

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

Apportionment Status Report
CMAQ and RSTP
(as of September 30, 2008)

AB 1012
Balances entering the 3rd Year
(from FFY 2006)*
Report Summary

*Previously referred to as Cycle 9

Region	CMAQ Amount	Subject to AB 1012 Reprogramming	RSTP Amount	Subject to AB 1012 Reprogramming
	Unobligated 9/30/2008 Delivery Balance		Unobligated 9/30/2008 Delivery Balance	
Butte	2,995,820	-	(8,839)	-
Fresno	9,443,439	-	14,720,577	-
Kern	9,095,184	-	5,996,313	-
Kings	2,421,395	-	(5,633)	-
Los Angeles	81,662,543	-	83,514,192	-
Madera	1,399,217	-	(5,353)	-
Merced	1,230,614	-	(9,161)	-
Monterey	366,037	-	1,159,703	-
Orange	44,158,978	-	20,834,227	-
Riverside ⁶	22,604,780	-	33,974,646	-
Sacramento (SACOG) ^{3,4,5,6}	(292,277)	-	(115,408)	-
San Benito ³	(14,961)	-	(2,316)	-
San Bernardino	46,232,061	-	23,391,838	-
San Diego	8,232,148	-	(5,791,507)	-
S.F. Bay Area (MTC)	32,942,188	-	(12,717,023)	-
San Joaquin	8,712,853	-	4,101,657	-
San Luis Obispo	-	-	927,523	-
Santa Barbara ⁴	(0)	-	(17,374)	-
Santa Cruz	586,638	-	(11,120)	-
Stanislaus	8,562,404	-	3,515,233	-
Tahoe	1,770,285	552,027	(2,008)	-
Tulare	340,734	-	(16,012)	-
Ventura	7,791,426	-	12,805,256	-
Rural Counties & SCAG ⁵	\$2,160,913	69,166	\$2,023,219	-
TOTAL	292,402,417	621,193	188,262,630	\$0

Balances now include:

- Sept 08--Difference between Actual Appt received in March 08 vs. Revised Actual Apportions received in Sept 08 for FFY 2007-08
- Mar 08--Difference between Advanced/Estimated Apportionments vs. Actual Apportionment for CMAQ & RSTP for FFY 2007-08
- Mar 08--RSTP Exchange for FFY 07/08 effective March 27, 2008
- Mar 08--Recission amounts for each region as required by Notice N 4510.673 on March 4, 2008.
- Jan 08--NEPA Delegation contribution for FFY 07/08.
- Nov 07--Difference between Advanced/Estimated Apportionments vs. Actual Apportionment for CMAQ & RSTP for FFY 2006-07

Footnotes:

¹ Indicates all apportionments not yet obligated.

² Totals reflect balances in the third year.

^{3,4,5,6} Includes adjustments made through MOU agreements between regions (San Benito, Santa Barbara, Imperial & Riverside) and SACOG.

Assumes the use of all previous balances.

The regional balances reflect activities that have been recorded in the Department's Local Assistance accounting system. There may be a delay between the FHWA authorization and the recording of the transaction in the Department's Local Assistance accounting system.

Minute Action

AGENDA ITEM: 26

Date: December 3, 2008

Subject: Agreement C09-126 with Caltrans for Allocation of Funds Reserved for Project Planning, Programming, and Monitoring (PPM)

Recommendation:* Approve Agreement C09-126 with Caltrans for allocation to SANBAG of \$1,200,000, of Regional Share State Transportation Improvement Program (STIP) funds for PPM activities, as specified in the Financial Impact Section.

Background: SB45 and the STIP Guidelines provide for programming or reservation of up to five percent of the county share funds for project planning, programming, and monitoring. These funds can be used for activities such as:

- Regional transportation planning, including the development and preparation of the regional transportation plan.
- Project planning, including the development of project study reports or major investment studies, conducted by regional agencies or by local agencies in cooperation with regional agencies.
- Program development, including the preparation of STIP submittals and studies supporting them.
- Monitoring the implementation of STIP projects, including project delivery, timely use of funds, and compliance with State law and the Commission's guidelines.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The approved budget relies on about one percent of the five percent statutorily authorized for use from San Bernardino County's Regional Share to fund planning, programming, and monitoring activities undertaken in FY 2008-2009.

Financial Impact: The total agreement amount is \$1,200,000 and is among the revenue sources included in the approved FY 2008-2009 Budget to fund the project planning, programming, and monitoring operations of the agency. The \$1,200,000 in PPM funds support work elements consistent with budgeted tasks 50009000, Transportation Improvement Program, 37309000, Federal/State Fund Administration and 85009000, Alternative Project Financing.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 19, 2008. (*Meeting chaired by Mayor Mark Nuaimi*)

Responsible Staff: Philip Chu, Transportation Programming Analyst
Ty Schuiling, Director of Planning and Programming

SANBAG Contract No. C09-126

by and between

San Bernardino Associated Governments

and

Caltrans

for

Fiscal Year 2008-09 Planning, Programming and Monitoring Funds

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$1,200,000 Contingency Amount: \$ _____		Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ 1,200,000
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
37309000	_____	FY08/09 PPM	0920	\$ 310,442
50009000	_____	FY08/09 PPM	0920	\$ 130,186
61209000	_____	FY08/09 PPM	0920	\$ 50,000
85009000	_____	FY08/09 PPM	0920	\$ 250,000
Original Board Approved Contract Date: <u>12/3/08</u> Contract Start: <u>7/1/08</u> Contract End: <u>6/30/09</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>1,200,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>37309000 5009000 61209000 85009000</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Ty Schuiling			Contract Manager: Philip Chu	

 Task Manager Signature	Date <u>11/21/08</u>	 Contract Manager Signature	Date <u>11/13/08</u>
Chief Financial Officer Signature		Date	

Filename:

Agreement No. PPM09-6053(076)
Project Number: PPM09-6053(076)

Attachment A
San Bernardino County Transportation Commission
STIP Planning, Programming and Monitoring Activities Plan
Fiscal Year 2008-2009 Allocation

Activities Plan

Planning

Develop strategies to address the short and long term multimodal transportation needs of both the county and the region and to guide the expenditure of federal, state, and local transportation funds. Activities include: preparation and updates to the countywide transportation plan; development of technical and policy input to the regional transportation plan and the regional growth forecast; development of measures of transportation system performance and funding criteria; planning to address goods movement impacts and opportunities, the ground access needs of commercial airports, and the need to develop additional transportation corridors in areas of rapidly increasing demand for movement of people and goods.

Programming

Prioritize, allocate, and program federal, state, and local funds for transportation improvements through the county transportation improvement program, including the Regional component of the State Transportation Improvement Program (STIP), and the San Bernardino County component of the Regional Transportation Improvement Program (RTIP).

Transportation Monitoring, Data Management, and Analysis

Meet state and federal transportation data collection and monitoring requirements, thereby providing the analytical basis for countywide planning and programming decisions. In addition, monitor the development and delivery of transportation projects programmed through the STIP and RTIP. Activities include: transportation modeling and forecasting; maintenance of regional transportation-related data and database coordination; and monitoring of transportation system performance and project progress.

Total FY 08-09 Allocation

\$1,200,000.00

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

Project Number: PPM09-6053(076)
Agreement Number: PPM09-6053(076)

Location: 08-SBD-0-SBAG
EA: 08-925069
PPNO: 9811

THIS AGREEMENT entered into on July 24, 2008 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and San Bernardino Associated Governments, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the California State Budget Act of 2008 appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code;

NOW, THEREFORE, the parties agree as follows:

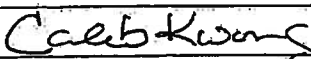
SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code and Section 21 of the CTC STIP Guidelines dated December 13, 2006 and included in item 2660-606-3008 of Chapter 268 of the Statutes of 2008, to reimburse ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed \$1,200,000.00 from monies appropriated in Fiscal Year 2008/2009 for the local assistance.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

		Accounting Officer	Date	\$1,200,000.00				
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$
268	2008	2660-606-3008	2008/2009	20-30.600.670	C	262040	606-008-O	

2. To make reimbursements to ADMINISTERING AGENCY as promptly as State fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two copies of signed invoice in the proper form of covering actual allowable costs incurred for the period of the Progress Payment Invoice.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM PROJECT specific work activities as defined in Attachment A to this AGREEMENT.
2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.
3. To prepare and submit to STATE an original and two copies of signed invoices for reimbursement of allowable costs incurred by ADMINISTERING AGENCY.
4. To repay to State any costs for which ADMINISTERING AGENCY receives payment that are determined by subsequent audit to be unallowable within thirty (30) days of ADMINISTERING AGENCY receiving notice of audit findings. Should ADMINISTERING AGENCY fail to reimburse monies due STATE within (30) days of demand, or within such other period as may be agreed between both parties hereto, STATE reserves the right to withhold future payments due ADMINISTERING AGENCY from any source, including, but not limited to, the State Treasurer and the State Controller.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of three years from the date of Final Report of Expenditures submittal to State or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of the STATE. Copies will be made and furnished by ADMINISTERING AGENCY upon request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support reimbursement payment vouchers or invoices which segregate and accumulate costs of PPM PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching costs, and other expenditures by ADMINISTERING AGENCY.
7. To prepare a Final Report of Expenditures including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2011. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

8. To obtain an audit for PROJECTS in excess of \$300,000. The ADMINISTERING AGENCY and its subcontractors may fulfill the audit requirement by either contracting with an accounting firm to do a project specific audit or arrange to have the project audited concurrently with its independent annual audit, if performed. The audit must state that project funds were used in conformance with Article XIX of the California State Constitution. Three copies of this report shall be submitted to STATE.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds encumbered under this AGREEMENT.

2. Eligible expenditures under this agreement shall be from the effective date of allocation to June 30, 2011.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM PROJECT commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM PROJECT or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be performed as provided in Section II, Article (4) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM PROJECT.

6. This Agreement shall terminate on December 31, 2011.

STATE OF CALIFORNIA
Department of Transportation

San Bernardino Associated Governments

By: _____
Office of Project Implementation
Division of Local Assistance

Date: _____

By: _____
Title: _____

Date: _____

Attest: _____
Title: _____

Attachment to PPM Agreement Letter

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A	XYZ RTPA
--------------	----------

STIP Planning, Programming and Monitoring Activities Plan (FY 2002/2003)

Activity	Time Period	Cost(\$1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	\$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	\$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	\$5
D. Monitoring Implementation	9/02-6/03	\$10
Total		\$30
Anticipated Completion date	6/30/03	

rev 10/01/2003

Minute Action

AGENDA ITEM: 27

Date: December 3, 2008

Subject: Amendment to Contract 06-038 with Transportation & Energy Solutions, Inc. for Construction Management Services for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program

Recommendation:*

1. Approve Amendment No. 2 to Contract 06-038 with Transportation & Energy Solutions, Inc. for construction management services for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program, increasing the contract amount by \$110,303., for a new total contract amount of \$679,679., and extend the contract completion date to December 31, 2008.
2. Approve budget amendment to increase Task 70109000 in the amount of \$110,303. Funding source is Caltrans State Highway Operation and Protection Program (SHOPP) .

Background: This is an amendment to an existing contract. In September 1999 the SANBAG Board approved development of a San Bernardino Valley Coordinated Traffic Signal System Plan. The plan guides a strategic interconnection of traffic signals in the San Bernardino County Valley region and traffic signal coordination across jurisdictional boundaries to reduce vehicle stops, delays, travel time, and emissions. The plan identifies four tiers to fully implement the system. Congestion Mitigation and Air Quality (CMAQ) funding has been awarded for design, implementation, construction, and monitoring of Tiers 1 and 2.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

In April 2006 the SANBAG Board approved Contract 06-038 with Transportation & Energy Solutions, Inc. (TES) in the amount of \$448,937 for construction management of two construction contracts for Tiers 1 and 2 of the Coordinated Traffic Signal System Program. At the time of award of this contract, it was anticipated that the construction management services would be complete by September 2007. In April 2008, the SANBAG Board approved Amendment No.1 to address several unexpected delays such as equipment problems, damage to a water main line during construction, and utility coordination. These delays have resulted in a greater level of effort than was originally anticipated to keep the project advancing in an efficient manner.

In addition, communication problems and issues because of the technology used (wireless links and modems) were found during final field-testing and installation. In most cases, the problem involved antenna location or a need for additional antennas or equipment replacement. All fieldwork was completed in September 2008. Because of the large number of contract change orders, the final close out is now expected to be completed in December 2008.

Approval of this amendment will increase the contract by \$110,303., which is a 19% increase to the current contract amount. Because all fieldwork is completed, this will be the final contract amendment including all close out costs for the project.

Financial Impact: The total amendment amount for Contract 06-038 is \$ 110,303, for a total contract amount of \$679,679. The financial impact of this item is \$110,303, which is not consistent with the FY 2008/2009 budget.

An amendment to the FY 2008/2009 budget is requested to increase expenditures in Task Number 70109000 by \$110,303, to be funded by Caltrans State Highway Operation and Protection Program (SHOPP) dollars.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 19, 2008. (*Meeting chaired by Mayor Mark Nuaimi*)

Responsible Staff: Philip Chu, Transportation Programming Analyst
Ty Schuiling, Director of Planning and Programming

SANBAG Contract No. 06-038-02

by and between

San Bernardino Associated Governments

and

Transportation & Energy Solutions, Inc.

for

San Bernardino Valley Coordinated Traffic Signal System Program Tiers 1 and 2

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:	\$ <u>448,937.00</u>	Previous Amendments Total:	\$ <u>120,439</u>	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ <u>110,303</u>	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>679,679</u>	
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>701D6038</u>	<u>6010</u>	<u>SHOPP</u>	<u>0255</u>	\$ <u>70,682</u>
<u>701D6038</u>	<u>6010</u>	<u>SHOPP</u>	<u>0456</u>	\$ <u>39,621</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>4/19/06</u> Contract Start: <u>4/19/06</u> Contract End: <u>4/19/08</u>				
New Amend. Approval (Board) Date: <u>12/3/08</u> Amend. Start: <u>4/19/08</u> Amend. End: <u>12/31/08</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>110,303</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Ty Schuiling		Contract Manager: Philip Chu		

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: a0603802

CONTRACT NO. 06-038-02

AMENDMENT NO. 2

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

TRANSPORTATION & ENERGY SOLUTIONS, INC.

This AMENDMENT No. 2 to SANBAG Contract No. 06-038 entered into as of this 3rd day of December, 2008 by the firm of Transportation & Energy Solutions, Inc. (hereinafter called CONSULTANT) and the San Bernardino Associated Governments (hereinafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract No. 06-038, has engaged the services of CONSULTANT to provide Construction Management Services for San Bernardino Valley Coordinated Traffic Signal System Program Tiers 1 and 2.

WHEREAS, the parties desire to amend the aforesaid contract to increase the contract not to exceed amount and period of performance with this amendment;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 06-038, as follows:

1. The not-to-exceed amount of the contract shall be increased by \$110,303. The overall total contract not-to-exceed amount shall be increased to \$679,679 as shown in Cost Proposal in Attachment A.
2. The period of performance shall be extended to December 31, 2008 for Contract 06-038.
3. Except as amended by this amendment, all other provisions of Contract No. 06-038 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

Transportation & Energy Solutions, Inc.

By: _____
Nathaniel Behura, President

Date: _____

San Bernardino Associated Governments

By: _____
Gary Ovitt, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene-Basle
SANBAG Counsel

Date: _____

ATTACHMENT A

Amendment 2 to Contract No. 06-038

Cost Proposal



**San Bernardino Associated Governments (SANBAG) Tier 1 Project
Revised Budget 11/10/08**

Task	Cost Proposal	Revised Budget	Adjusted Amount Remaining	Revised Budget Total Hours	Adjusted Hours Remaining	Adjusted % Complete Total (\$)
2. Bid Processing	\$6,778.08	\$6,778.08	\$6,778.08	60.5	0.0	100%
3. Project Administration	\$30,371.68	\$40,136.17	\$9,764.49	362.5	89.0	75%
4. Construction Coordination	\$28,178.98	\$37,567.11	\$9,388.13	339.5	83.0	76%
5. Construction Inspection	\$154,621.21	\$190,341.16	\$35,719.95	2426.5	462.0	81%
6. Project Support	\$16,586.49	\$21,451.30	\$4,864.81	190.5	43.5	77%
7. Cost & Scheduling	\$10,293.01	\$11,343.02	\$1,050.01	99.0	10.0	90%
8. Contract Change Orders/Claims	\$6,913.24	\$10,392.62	\$3,479.38	88.5	31.0	65%
9. Safety Issue / Review	\$4,673.20	\$6,077.51	\$1,404.31	64.0	16.0	75%
10. Project Close Out	\$1,809.76	\$6,361.21	\$4,551.45	57.0	41.0	28%
TOTALS:	\$260,225.65	\$330,448.18	\$70,222.53	3688.0	775.5	79%

Expenses	Cost Proposal	Revised Budget	Adjusted Amount Remaining	Adjusted % Complete Total (\$)
Mileage	\$8,721.00	\$8,881.00	\$160.00	98%
Walkie-Talkie / Phone System	\$150.00	\$150.00	\$0.00	100%
Outside Copying	\$100.00	\$100.00	\$0.00	100%
Field and Safety Equipment	\$350.00	\$350.00	\$0.00	100%
Field Phone Service	\$900.00	\$1,200.00	\$300.00	75%
Others - SCE Meter Fees (CT)				
TOTALS:	\$10,221.00	\$10,681.00	\$460.00	96%



**San Bernardino Associated Governments (SANBAG) Tier 2 Project
Revised Budget 11/10/08**

Task	Cost Proposal	Revised Budget	Adjusted Amount Remaining	Revised Budget Total Hours	Adjusted Hours Remaining	Adjusted % Complete Total (\$)
2. Bid Processing	\$6,764.56	\$6,764.56	\$0.00	61.0	0.0	100%
3. Project Administration	\$31,631.20	\$38,592.47	\$6,961.27	346.5	62.0	82%
4. Construction Coordination	\$25,340.78	\$33,258.48	\$7,917.70	297.5	70.0	76%
5. Construction Inspection	\$163,553.74	\$178,737.00	\$15,183.26	2073.0	192.5	91%
6. Project Support	\$16,086.03	\$20,014.64	\$3,928.61	180.0	35.5	80%
7. Cost & Scheduling	\$9,105.36	\$9,784.02	\$678.66	86.5	6.0	93%
8. Contract Change Orders/Claims	\$7,791.09	\$9,318.08	\$1,526.99	83.0	13.5	84%
9. Safety Issue / Review	\$5,208.64	\$5,294.72	\$86.08	50.0	1.0	98%
10. Project Close Out	\$8,849.63	\$11,143.87	\$2,294.24	101.0	22.0	78%
TOTALS:	\$274,331.03	\$312,907.84	\$38,576.81	3278.5	402.5	88%

Expenses	Cost Proposal	Revised Budget	Adjusted Amount Remaining	Adjusted % Complete Total (\$)
Mileage	\$8,721.00	\$9,466.00	\$745.00	92%
Walkie-Talkie / Phone System	\$150.00	\$150.00	\$0.00	100%
Outside Copying	\$100.00	\$100.00	\$0.00	100%
Field and Safety Equipment	\$350.00	\$350.00	\$0.00	100%
Field Phone Service	\$900.00	\$1,200.00	\$300.00	75%
Others - SCE Meter Fees (CT)				
TOTALS:	\$10,221.00	\$11,266.00	\$1,045.00	91%

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 28

Date: December 3, 2008

Subject: Federal Legislative Update

Recommendation:* Receive Update from Steve Palmer of Van Scoyoc Associates, Inc. – SANBAG's Federal Legislative Advocacy Consultant

Background: SANBAG's federal advocate, Steve Palmer, provides regular updates to the Board. The purpose of this agenda item is to provide a "year in review" report and highlight potential upcoming issues to be considered by Congress.

Mr. Palmer will provide information concerning the federal Fiscal Year 2009 and 2010 appropriations process, the federal economic stimulus package, the upcoming federal authorization bill and anticipated changes resulting from the new Administration.

Financial Impact: This item has no financial impact.

Reviewed By: This item has had no prior policy committee review.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ATTACHMENT #1

Van Scoyoc Associates

Federal Update
December 3, 2008

**San Bernardino Associated
Governments
Board of Directors**

VAN SCOYOC
ASSOCIATES

VSA Team

SANBAG's Team in Washington

- Steve Palmer, Vice President and Team Leader
 - Ten years at VSA
 - DOT Assistant Secretary, Congressional Affairs
 - Senate Subcommittees Staff Director
- Patrick Holtz, Director, Government Relations/Counsel
 - Four Years at VSA
- Sarah McDermond, Manager, Government Relations
 - Six Years at VSA

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2007 - Year in Review

SANBAG's Federal Agenda - 2007

- Election, Election, Election
 - Very Little Legislation was Enacted
- Transportation Funding Stalled
 - Continuing Resolution funds DOT through 3/6/09
 - Senate - No SANBAG Projects Funded
 - House - No Bill; SANBAG Projects Uncertain
 - House/Senate Conference Expected to Pass Final Bill in January
- Highway Trust Fund Bailout
 - Transferred \$9 billion from General Fund to HTF

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2008 Elections

2008 Elections - Outcome

- President-Elect Obama
 - Electoral Vote: 365 - 162
 - Nine States more than Senator Kerry
 - Missouri's 11 votes TBD
- Senate: Democratic Majority 57-40
 - Democrats Pickup 6 Seats
 - Georgia, Minnesota, and Alaska TBD
- House: Democratic Majority 256-175
 - Democrats Pickup of 20 Seats
 - Four House Races TBD

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Presidential Transition

- Two Main Activities
 - Identify Candidates for 3,000+ Appointments
 - Agency Teams Identify/Outline Priority Issues
- DOT Team
 - Mort Downey – Team Leader; DOT Deputy Secretary, PB Consult
 - Jane Garvey, FAA Administrator, JP Morgan
 - Michael Huerta, DOT Associate Deputy Secretary, ACS Transportation Solutions

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Candidates for DOT Secretary

- Governor Ed Rendell (D-PA), Co-Founder of "Building America's Future"
- Representative Earl Blumenauer (D-OR)
- Representative Jim Oberstar (D-MN), Chairman, House Transportation & Infrastructure Committee
- Steve Heminger, Executive Director, Bay Area's Metropolitan Transportation Commission
- Mortimer Downey, Deputy Transportation Secretary
- Jane Garvey, Former FAA Administrator

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SANBAG Congressional Delegation

- Senator Barbara Boxer
 - Chair, Senate Environment and Public Works Committee – Highway Authorization Issues
- Senator Dianne Feinstein
 - Expected to Chair Senate Intelligence Committee
 - Senate Appropriations Committee
- Representative Jerry Lewis
 - Ranking Republican, House Appropriations Committee
- Representative Gary Miller
 - House Transportation & Infrastructure Committee
- Representative David Dreier
 - Ranking Republican, House Rules Committee
- Representative Joe Baca

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What Lies Ahead for SANBAG?

- Economic Stimulus
- Complete FY 2009 Appropriations
- Multi-Year Transportation Authorization bill
- Climate Change Legislation
- Housing Assistance/Home Mortgage Reform
- FY 2010 Appropriations
- Budget Resolution and Deficit Reduction
 - FY 2010 Deficit Could Reach \$1 Trillion

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Economic Stimulus

Economic Stimulus Legislation

- Infrastructure Targeted in Stimulus Bill
 - House-passed Bill: \$12.8 Billion for Highways; \$3.8 Billion for Transit Capital; \$1 Billion Energy Assistance
 - Senate Proposal: \$8 Billion for Highways; \$2 Billion for Transit Capital; \$200 Million for Housing Assistance
- Framework for Transportation Funding
 - Ready-to-Go Projects (90-120 days)
 - Formula Funding
 - No Earmarks
- Expected to be Addressed in January

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FY 2009 Appropriations

FY 2009 Appropriations

- Fiscal Year Began on October 1
- Transportation Funding Bill was not Completed
 - Continuing Resolution Funds DOT through 3/5/09
- House/Senate Conferees Expected to Pass Final Bill in January
- SANBAG Projects
 - Final Disposition in January

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FY 2009 SANBAG Projects

Congressional District	Project	Amount Requested
San	I-15 Corridor: Cherry/Cotton Improvement Project	\$2 million
San	San Bernardino/60th Project	\$4 million
San	I-15 Corridor: San Luis Interchange	\$1.2 million
Los	Northridge Highway	\$9 million
Los/Alto	I-15 Corridor: Northridge Interchange Improvements	\$2 million
Los/Alto	I-15 Corridor: Riverside Rd. Interchange	\$2 million
McKee	I-15 Corridor: La Mesa Highway Interchange	\$2 million
McKee	RBC: Development and Technology, Phase I	\$2 million
McKee	Victor Valley Transit Facility	\$2 million

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Transportation Authorization

Transportation Authorization SAFETEA-LU: Major Elements

- Federal Gas Tax Deposited into Highway Trust Fund
 - Highway/Transit Revenue Split: 80/20
- Guaranteed \$244 Billion over FY 2005-09 for Highway, Transit, and Safety Programs
 - \$193 Billion for Highways
 - \$53 Billion for Transit
- Earmark Proliferation: "Bridge to Nowhere"
 - 1998 TEA-21 - 1,849 Earmarks at \$9 Billion
 - 2005 SAFETEA-LU - 5,600 Earmarks at \$19 Billion

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Policy Issues for Next Authorization

- Vision for Federal Program
- Increased Investment v. \$1 Trillion Deficit
- New Funding Mechanism Needed
- Increased Private Sector Investment
- New Initiatives – Goods Movement
- Impacts on Housing & Development
- Highways v. Transit
- Energy/Environment/Climate Change
- Program Consolidation
- Earmarks: Limited to Regional or National Priorities?

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SANBAG Advocacy Plan

- December: SANBAG Finalize Project Requests
 - FY 2010 DOT Appropriations Project Requests
 - Transportation Authorization Project Requests
- January: Delegation Briefings
 - SANBAG's Projects Submitted to Delegation
 - Monitor New Administration's Policies
- February: SANBAG Advocacy Trip
 - Brief Delegation and Ask for Their Support
 - Meet DOT/FHWA/FTA Leadership
 - First Obama Budget Sent to Congress
- April: Congressional Markups Begin
- June-July: SANBAG Returns to Washington
 - Reinforce SANBAG priorities
 - Adjust Strategy as Needed

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Considerations for Project Requests

- Overall Keys to Success
 - Early Planning
 - Staying Focused on Priorities
 - Build Coalitions to Support
- FY 2010 Appropriations
 - Small Projects
 - Funds that can be Spent in One Year
- Multi-year Authorization
 - National or Regional Priorities
 - Prioritization is Critical

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SANBAG Federal Agenda

- Planning Ahead is Essential for Success
 - Complete Planning in Next 4 Weeks
- 2009: Very Busy in Washington
 - New Administration; New Policies
 - Difficult to get Policymakers Attention
- SANBAG/VSA Will Need to be Aggressive in our Advocacy
 - February Trip to DC May be the First of Many
 - Every Board Member Will be Needed
 - Calls/Letters/Tours

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Minute Action

AGENDA ITEM: 29

Date: December 3, 2008

Subject: Alternate Membership and Participation on Mountain/Desert Committee

Recommendation:* Approve an amendment to Policy No. 10002 "SANBAG Policy Committee Membership" as it relates to a recommendation from the Mountain/Desert Committee to allow alternates to participate on that committee.

Background: Staff received a request by Councilmember Rothschild to review the issue of alternates participating on the Mountain/Desert Committee. Currently the membership of all Policy Committees is outlined in Policy No. 10002. The current guideline for all Policy Committees is that the membership shall consist of members of the SANBAG Board of Directors.

This matter was reviewed by the Board of Directors in September. At that time the Board reaffirmed the policy as it exists, but also recognized that there were unique considerations within the Mountain/Desert Committee. The Board directed that the matter be sent to the Mountain/Desert Committee for review and recommendation.

The Mountain/Desert Committee discussed this subject at its October meeting. At that time, the Mountain/Desert Committee voted seven in favor and four against to change the Policy for this committee to allow alternates to participate.

The reason for the current policy was to give members of the Board an opportunity to hear items in a more detailed fashion in the Policy Committee

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

setting prior to consideration by the entire Board. In this way, the time of the Board as a whole can be used more effectively to discuss items of broad significance or of a controversial nature. The Policy Committees can take the time to hear each item in more detail and make a recommendation to the full Board. In cases of more routine items, the Policy Committee will still be able to fully evaluate the item before recommending to the consent calendar of the full Board. In cases where there is controversy, the item will be vetted by the Policy Committee to help provide focus to the discussion at the Board meeting.

In all of the cases mentioned above, it was felt to be critical that Board members participate on the Policy Committees so that the true nature of any comments or concerns raised at the Policy Committee can be brought before the Board directly. This was the best way to insure that the views of Board members are accurately conveyed.

If Board members were represented by alternates at the Policy Committee level, then the Board member will not have the benefit of the in depth discussion and debate of an issue to assist in the discussion and decisions that must be made by the Board of Directors.

However, when the Mountain/Desert Committee discussed the matter, a concern was raised about insuring that each jurisdiction was represented and had the ability to vote on an important matter. The point was made that should a Board member be unable to attend a Committee meeting, then that jurisdiction would be disenfranchised if any significant votes were to be held. By allowing for an alternate that could vote in the Board Member's absence, then the jurisdiction would be able to exercise a vote and be represented. The main point was that each member served as a representative of their respective jurisdiction and not as an individual. In cases where the alternate participated at the Mountain/Desert Committee, it was felt that it would be the responsibility of that alternate and the normal Board Member representing that jurisdiction to communicate with each other to insure consistent representation from the Committee to the Board.

After discussing the matter at length, the membership of the Mountain/Desert Committee voted in favor of allowing alternates to participate and vote at Mountain/Desert Committee meetings should the primary representative be absent.

To that end, the language of Policy No. 10002 Section VI "SANBAG Policy Committee Membership – Member Absences" will be amended as follows:

VI. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which insures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of

responsibilities. This procedure will provide for other interested SANBAG Board members to participate on SANBAG Policy Committees in the case of absences.

1. Regular participation in SANBAG Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.
- 4.2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the SANBAG Board of Directors alternate for that city may participate and vote in the Committee as the regular member representing that city.
- 2.3. SANBAG staff shall notify the SANBAG President in the event that any one SANBAG Policy Committee member is absent from three consecutive Policy Committee meetings.
- 3.4. Upon notification by SANBAG staff, the SANBAG President or designee shall contact the Policy Committee member to discuss the record of absences.
- 4.5. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the SANBAG President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

Financial Impact: This item has no financial impact.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on October 17, 2008 and recommended for approval (7-4-0). Opposed: Hansberger, Jahn, Harris and Neeb. (*Meeting chaired by Brad Mitzelfelt*). This item was reviewed by the Administrative Committee on November 12, 2008 and recommended for approval (5-1-0). Opposed: Eaton. (*Meeting chaired by Paul Eaton*).

Responsible Staff: Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 30

Date: December 3, 2008

Subject: Southern California Association of Governments Regional Council Membership

President's

Recommendation: *

1. Reconsider SANBAG being a dues paying member of the Southern California Association of Governments (SCAG) Regional Council as requested by SANBAG President Gary Ovitt;
2. Direct staff to reactivate SCAG membership through payment of the annual dues assessment of \$25,000;
3. Appoint a SANBAG Board Member to represent SANBAG as a Regional Council Member,

or

Prior Action and

Recommendation:

Reaffirm the SANBAG Board of Directors action to discontinue SANBAG's membership on the SCAG Regional Council.

Background:

The SCAG bylaws provide for each of the five County Transportation Commissions within the region to be represented on the SCAG Regional Council by a city or a county elected official from its governing board, dependent upon becoming a dues-paying member.

In June 2007, the SANBAG Board voted to exercise its option to become a dues-paying member of SCAG for a one year period to assess the benefits of having an additional voting member on the SCAG Regional Council to represent

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SANBAG's interests as a County Transportation Commission. This action was part of a strategy to support the efforts of Supervisor Gary Ovitt to improve SCAG's awareness of Inland Empire issues during his presidency. Mayor Paul Leon was appointed to represent SANBAG on the Regional Council, and the City of Ontario agreed to pay the membership dues during 2007.

During the past year, SCAG was successful in re-evaluating its role within the region through the "Force for Change" initiative. Significant management changes were also implemented during the past year. These changes have resulted in increased recognition of the needs of the Inland Empire and have resulted in more cooperative involvement throughout the region.

The City of Ontario notified SANBAG that it is not able to continue to fund SANBAG's membership on the Regional Council during the coming year. Although SANBAG has enjoyed an additional voice on the Regional Council during the past year, the seat has not been essential. SANBAG enjoys very strong participation by a variety of active elected officials representing local governments in San Bernardino County on the SCAG Regional Council already.

In August 2008, SANBAG staff and SANBAG Administrative Committee recommended that SANBAG discontinue membership as a dues-paying member of SCAG. This recommendation was approved by the SANBAG Board in October 2008.

San Bernardino County currently has seven city representatives and one County Supervisor serving on the Regional Council. Five of the eight Regional Council members from San Bernardino County are also members of the SANBAG Board of Directors. In addition to the members of the Regional Council, SANBAG, acting as a sub regional agency, also appoints seven members of the SANBAG Board of Directors to serve on the three SCAG policy committees.

Financial Impact: The dues assessment for SANBAG membership at SCAG as a County Transportation Commission is \$25,000 a year. Funding for SCAG membership was not anticipated in the 2008/2009 budget for Task No. 60109000, County Transportation Commission – General. Should SANBAG become a SCAG dues-paying member, a budget amendment may be necessary to provide additional budgetary authority.

Reviewed By: This item was originally reviewed and recommended for approval by the Administrative Committee to not be a dues-paying member of the SCAG Regional Council on August 13, 2008. (*Meeting chaired by Paul Eaton.*) This item was originally reviewed and recommended for approval by the Board of Directors to not be a dues-paying member of the SCAG Regional Council on October 1, 2008. (*Meeting chaired by Gary Ovitt*)

Responsible Staff: Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 31

Date: December 3, 2008

Subject: Contract No. C09-100 with DMJM+HARRIS, Inc. for construction engineering support on I-215, Segments 1 and 2

Recommendation*: Approve Sole Source Contract No. C09-100 with DMJM+HARRIS, Inc. for construction engineering support on I-215, Segments 1 and 2 in the amount of \$400,000 as detailed in the Financial Impact Section. TN 83809000

Background: This is a new, sole source contract. Under the terms of our cooperative agreements for design with Caltrans, SANBAG is obligated to make the design consultant who prepared the plans available for consultation and corrections during the construction process. In this instance, the designer is DMJM+HARRIS, Inc. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

The original contract with DMJM+Harris, entered into July 2001, was not amended. The reason this contract was not amended is due to the age of the contract which does not contain the current clauses. Staff, including legal counsel, believes it is in the best interest of SANBAG to enter into a new contract. The reason this is a sole source contract is DMJM+Harris is the designer of record.

Approved
Board of Directors

Date: December 3, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. The \$400,000 cost of this contract represents a budget that should adequately cover the construction engineering need for a project of this size. This is consistent with other similar contracts on Route 210/30 and the costs incurred for construction engineering on Rt. 71.

Financial Impact: The expenditure is consistent with SANBAG's adopted Fiscal Year 2008/2009 budget. TN 83809000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 13, 2008. This item has been reviewed by SANBAG Counsel. (*Meeting Chaired by John Pomierski*)

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09100
by and between
San Bernardino County Transportation Authority
and
DMJM+HARRIS, Inc.
for

I-215 Segments 1 and 2 Construction Support Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
--	--	--	--

Notes:

Original Contract: \$ <u>400,000</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.	
Contract TOTAL →	\$ <u>400,000.00</u>

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
8380900	5553	Meas. I Valley Major Projects	I300	\$ <u>100,000</u>
8381000	5553	Meas. I Valley Major Projects	I300	\$ <u>100,000</u>
8381100	5553	Meas. I Valley Major Projects	I300	\$ <u>100,000</u>
8381200	5553	Meas. I Valley Major Projects	I300	\$ <u>70,000</u>
8381300	5553	Meas. I Valley Major Projects	I300	\$ <u>30,000</u>

Original Board Approved Contract Date: <u>12/3/08</u>	Contract Start: <u>12/3/08</u>	Contract End: <u>12/3/13</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>300,000</u>
-----------------------------	--	--	-------------------

Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 838
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local
Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Dennis Saylor</u>
----------------------------------	--

<u><i>Garry Cohoe</i></u> <u>11/4/08</u> Task Manager Signature Date <u><i>Della Stewart</i></u> <u>11/16/08</u> Chief Financial Officer Signature Date	<u><i>Dennis Saylor</i></u> <u>11/5/08</u> Contract Manager Signature Date
--	--

ATTACHMENT "A"

Scope of Services

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

and

DMJM+HARRIS, Inc.

for

Construction Support Services

for

I-215 Segments 1 and 2

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610 SANBAG PROJECT MANAGEMENT and ADMINISTRATION

620 CONSULTANT PROJECT MANAGEMENT and ADMINISTRATION

630 PROJECT CONTROLS

640 QUALITY ASSURANCE

650 REPRODUCTION SERVICES

SCOPE OF SERVICES

100 GENERAL

110 Overview

The San Bernardino Associated Governments (SANBAG), in cooperation with the California State Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform Construction Support Services for a freeway project in San Bernardino County, described in Section 120.

Coordination of CONSULTANT and SANBAG will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Garry Cohoe
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

120 Project Location and Description

This corridor project proposes to reconstruct a freeway, namely Interstate 215, from Interstate 10 to the SR 30/210 interchange. The project will include the addition of an HOV lane and mixed flow lane in each direction, reconfiguration of freeway interchanges, new and widened bridges, street/road improvements, and drainage facilities.

The total corridor project is divided into four segments and an early bridge project for project management, pricing, development, and reporting purposes. This Scope of Services will cover construction support services and related deliverables for the Segments 1 and 2 combined project. This project will utilize Plans and Specifications prepared by CONSULTANT, herein referred to as the Project.

200 APPLICABLE STANDARDS

As-built plans shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

300 SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with CALTRANS, other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.
- C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- E. CONSULTANT shall obtain, at its expense, all applicable CALTRANS Manuals and Standard Plans.
- F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract. CONSULTANT will also be available on an as-needed basis for final preparation of bid documents-including addressing any final updates or addressing comments from review agencies, addressing bid questions, producing bid document addenda, and other preconstruction activities as needed.
- G. Provisions of the Construction Support Services are not intended to and will not in any way create a contractual relationship between CONSULTANT and the construction contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

- H. CONSULTANT shall be required to furnish all necessary additional drawings for corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.
- I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.
- J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.
- L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the SANBAG Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of either SANBAG. All construction agreements are between SANBAG and its construction contractor.
- M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer and the Caltrans Documents unit. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:
- One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
 - One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.
- Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.
- N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.
- O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.

- P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Built" utilizing information provided by the SANBAG Resident Engineer. Preparation of microfilm of the "As-Built" is not included in this task.
- Q. Drawings and amendments, required due to actions of SANBAG/CALTRANS, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.
- R. Accept as required herein, the Consultant and Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances. Provided that Consultant shall advise Client in the event it becomes aware of the presence of any hazardous materials not otherwise indicated in the information provided by Client to Consultant.
- S. Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by SANBAG's construction contractors.

400 NOT USED

500 NOT USED

600 ADMINISTRATION

610 SANBAG Project Management and Administration

As part of their design management activities SANBAG shall:

- A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.
- B. Review CONSULTANT correspondence as needed.
- C. Coordinate the distribution of public information.
- D. Provide a focal-point contact for all questions, requests, and submittals.
- F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
- G. Receive and review progress reports from CONSULTANT and incorporate the

data presented in their Project Control System.

- I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
- J. Have final review and approval over all contractual payments and changes.

620 CONSULTANT Project Management and Administration

- A. CONSULTANT's design management activities include, but are not limited to:
 - 1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.
 - 2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
 - 3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
 - 4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.
- E. CONSULTANT shall give written notice to SANBAG within seven (7)

working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

630 Project Controls

- A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review.
- B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

640 Quality Assurance

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

650 Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of drawings to be delivered for the submittal tasks outlined in this Scope of Services.

CONTRACT CO9100 ATTACHMENT B

COST AND PRICE ANALYSIS

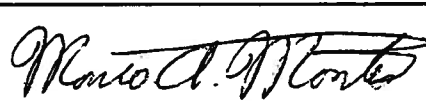
SAN BERNARDINO ASSOCIATED GOVERNMENTS

NAME OF CONSULTANT

TITLE OF PROJECT

DMJM+HARRIS Inc. dba AECOM

I-215 Segment 1+2 Construction Support

Detail Description		Estimated Hours	(Average) Rate/Hour	Total Estimated Cost (\$)
1. DIRECT LABOR (Specify)*				
PROJECT MANAGER/TECHNICAL DIRECTOR		100	\$85.48	8,547.68
PRINCIPAL/PROJECT ENGINEER		250	\$63.01	15,751.97
ENGINEER III		400	\$48.39	19,355.49
ENGINEER II		650	\$39.79	25,863.00
ENGINEER I		700	\$34.10	23,870.23
PRINCIPAL BRIDGE ENGINEER		40	\$63.95	2,557.80
SENIOR BRIDGE ENGINEER/ENGINEER IV		200	\$59.44	11,887.16
CADD MANAGER		80	\$47.25	3,780.25
PROJECT CONTROLS		40	\$57.14	2,285.70
ADMINISTRATIVE ASSISTANT		305	\$25.36	7,734.04
*Assumes 2 yrs of escalation at 5% per year				
TOTAL		2,765		\$121,633.31
2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden (\$)	
	150.00%	\$121,633.31	\$182,449.97	\$182,449.97
3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)				\$304,083.28
4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee (\$)	
	10.00%	\$304,083.28	\$30,408.33	\$30,408.33
TOTAL				\$30,408.33
5. OTHER DIRECT COSTS				
Transportation/Travel				\$1,508.00
Copying/Binding/printing/shipping				\$1,500.00
Lim & Nascimento				\$40,000.00
Associated Engineers				\$5,000.00
Earth Mechanics				\$5,000.00
Kleinfelder				\$5,000.00
LIN Consultants				\$5,000.00
STB Landscape				\$2,500.00
6. TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)				\$400,000
DATE				
October 28, 2008				

AGENCY REPORTS

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

DECEMBER COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line dropped a bit (<1%) from last month but increased almost 12% from the same month in 2007. So far, November patronage is headed for a new ridership record, currently averaging 13,980 passenger trips per weekday.

Saturday patronage was down 12% from last month but up almost 4% from October 2007. Preliminary November data is pointing to a slightly stronger month with a current average of 3,751 passenger trips per Saturday.

Sunday average ridership on the San Bernardino Line was 4% lower than the average last month. There was, however, an 8% increase in a year-to-year comparison. As of mid-November, average Sunday ridership is 10% higher than October with the current average daily of 2,600 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line increased 3% from last month to post the second highest average ever for this line. October 2008 was almost 6% higher than October 2007. A preview look at November ridership figures points to about the same patronage level as October with the current November average at 5,537 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:

October average daily ridership on the IEOC Line decreased 2% from last month but was up 5% from the same month last year. At this point, November patronage is slower with average daily ridership currently at 4,738 passenger trips per weekday.

Total System:

System wide, October average daily ridership dropped almost 2% from September but increased 9% from October 2007. Early data for November is just slightly higher than October with the current average of 46,933 passenger trips per weekday.

Table 1

Average Weekday Daily Ridership*

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>System wide</u>
October 2008	13,767	5,522	5,029	46,655
October 2007	12,330	5,232	4,792	42,787
% Change	+ 11.7%	+ 5.5%	+ 4.9%	+ 9.0%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
October 2008	3,500	2,362
October 2007	3,379	2,178
% Change	+ 3.6%	+ 8.4%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

On-time performance results for the San Bernardino Line were mixed this month compared to last month. Outbound trains picked up three percentage points to perform on time 97% of the time. Southbound trains, however, dropped a point, from 98% on time in September to 97% on time in October. "Other" operations issues caused ten of the thirty-two delays and another nine delays were due to mechanical difficulties.

Riverside-Ontario-Los Angeles Line:

On-time performance results were also mixed this month for the Riverside Line. Outbound trains improved one percentage point while inbound trains dropped three points to finish the month 99% and 96% on time, respectively. Mechanical difficulties and "other" operations issues each caused two of the six reported delays.

Inland Empire-Orange County (IEOC) Line:

On-time performance for the IEOC Line worsened slightly from September to October. While northbound trains held steady at 92% on time, southbound trains dropped from 98% on time in September to 95% on time in October. Mechanical difficulties caused eight of the twenty-seven reported delays and "other" operations issues caused another seven delays.

Table 3

On Time Performance

% of weekday trains arriving within 5 min. of scheduled time
(October 2008 vs. October 2007)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
October 2008	97%	97%	96%	99%	95%	92%
October 2007	95%	94%	97%	92%	97%	93%

3. NOVEMBER ELECTIONS

Last month, California voters approved Proposition 1A authorizing almost \$10 billion for high-speed rail projects. This may have implications for the San Bernardino County since there is current consideration for a route from Los Angeles to San Diego running through San Bernardino County.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

November 12, 2008

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
S. Roy Wilson, Ed.D.
Supervisor, Fourth District
County of Riverside

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Michael A. Cacciotti
Councilmember, City of South Pasadena
Cities of Los Angeles County/
Eastern Region

Bill Campbell
Supervisor, Third District
County of Orange

Jane W. Carney
Senate Rules Appointee

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Gary C. Ovitt
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County of San Bernardino

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City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Tonia Reyes Uranga
Councilmember, City of Long Beach
Cities of Los Angeles County/
Western Region

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

D. Yates
dc

Attached are the agenda items and the outcome of the November 7, 2008 AQMD Governing Board meeting and a preview of the items for discussion at the December 5, 2008 meeting.

PUBLIC HEARING ITEMS AT THE NOVEMBER 7, 2008 BOARD MEETING

Amend Proposed Rules 2700 – General and 2701 – SoCal Climate Solutions Exchange

These proposed rules have been developed for the Board's consideration to assist local business and others by providing high quality greenhouse gas certified emission reductions for voluntary actions. (Review: Climate Change Committee, September 19, 2008 and October 29, 2008)

(Staff has recommended this item be continued to the December 5, 2008 Board meeting.)

Amend Rules 444 – Open Burning and 208 – Permit and Burn Authorization for Open Burning

Rule 444 is designed to ensure that open burning is conducted in a manner that minimizes emissions and visible smoke. Rule 208 is the companion rule that requires persons wishing to conduct open burning to obtain written permits prior to the activity. The proposed amendments are intended to strengthen the information base for burning activities, strengthen rule provisions to be more health protective, improve clarity and enforceability of the rule, and provide AQMD with the ability to recover its implementation costs. (Review: Stationary Source Committee, September 19, 2008)

Majority Votes: 10 Yes, 0 No, 3 Absent

PUBLIC HEARINGS SET FOR DECEMBER 5, 2008 BOARD MEETING

Amend Rule 1469 – Hexavalent Chromium Emissions from Chrome Plating and Chromic Acid Anodizing Operations

On October 24, 2007, amendments to the state Airborne Toxic Control Measure for Chromium Plating and Chromic Acid Anodizing Facilities (ATCM) became effective, establishing more stringent requirements to Rule 1469. Rule 1469 is being amended to incorporate the more stringent requirements of the ATCM along with additional housekeeping, monitoring, and testing requirements. Proposed Amended Rule 1469 establishes more stringent requirements from new, modified, and existing facilities, further reducing hexavalent chromium emissions from metal finishing operations. (Review: Stationary Source Committee, October 17, 2008)

Amend Rule 222 – Filing Requirements for Specific Emission Sources Not Requiring a Written Permit Pursuant to Regulation II

The proposed amendments will establish filing requirements for certain equipment or processes recently exempted from written permits pursuant to Rule 219, and fulfill the Board directive to establish alternative permitting for specific equipment. In addition, the proposed changes satisfy the CARB ATCM registration requirements for stationary compression ignition engines used in agricultural operations. (Review: Stationary Source Committee, October 17, 2008)

Adopt Proposed Rule 317 – Clean Air Act Non-Attainment Fees

Sections 182 and 185 of the Clean Air Act, as amended in 1990, require major stationary sources of NOx and VOC located in air basins that do not attain the federal 1-hour ozone standard by the statutory deadline to pay mitigation fees based upon a prescribed formula, each year until attainment is demonstrated. Proposed Rule 317 implements these Clean Air Act requirements and 2007 AQMP Control Measure MCS-08 – Clean Air Act Emission Fees for Major Stationary Sources. (Review: Administrative Committee, November 14, 2008; Stationary Source Committee, November 21, 2008)

Adopt Proposed Rule 1147 – NOx Reductions from Miscellaneous Sources

The proposed rule will reduce nitrogen oxide emission from a variety of industrial combustion sources including ovens, dryers, furnaces and kilns. The proposal would, in part, implement control measures MCS-01 and CMB-01 of the 2007 AQMP. (Review: Stationary Source Committee, October 17, 2008)



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's September 18, 2008, meeting. The next MSRC meeting is scheduled for Thursday, October 16, at 2 p.m. in Conference Room CC8.

Augmenting Awards for Off-Road Diesel Retrofit "Showcase" Program

The MSRC partnered with CARB to conduct a broad-based demonstration of diesel emission control systems on heavy-duty off-road diesel construction equipment. The MSRC awarded contracts totaling \$3.6 million, and the AQMD joined in with nearly \$1.25 million to demonstrate combined NOx and PM reducing technologies, to allocate funding to 18 fleets across 230 vehicle types. Based on updated information, the original cost estimates for devices and the suitability of devices for particular vehicles have changed; as follows: Some retrofit devices are being withdrawn from participation by their manufacturers; vehicles matched with these devices had to be re-matched with other devices. In other cases, manufacturers have determined based on operational, safety and other concerns that a particular vehicle is not workable with the matched device, necessitating re-match of that vehicle with a different device. Several awards have been determined to be significantly lower than costs for the retrofit of larger engines which require larger, or in some cases two, devices. As a result of the re-matching and award/cost differences, existing contracts require modifications and the amounts awarded to some of the participating fleets are not sufficient to cover the anticipated costs of their retrofits. At its September 18, 2008 meeting, the MSRC unanimously approved augmenting and modifying awards of four participating fleets in the amount of \$58,480. The AQMD Board will consider the augmented awards at its October 3, 2008 meeting.

Received and Approved Final Reports

At its September 18, 2008 meeting, the MSRC unanimously received and approved three final reports, as follows:

1. Road Builders Contract #MS05037, which provided \$229,302 towards the repower of three scrapers;
2. Orange County Transportation Authority, Contract #MS05040, which provided \$200,000 towards the purchase of 25 CNG buses; and
3. US Air Conditioning Distributors, Contract #MS06010, which provided \$83,506 towards the installation of a new CNG fueling station.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website. It is anticipated that in the future the MSRC's website, <http://www.cleantransportationfunding.org>, will include complete final reports in its electronic library.

Contract Modification Request

At its September 18, 2008 meeting, the MSRC considered one contract modification request from A-Z Bus Sales, Contract #MS09002 (pending), which when executed will provide \$600,000 for alternative fuel school bus incentives. A-Z Bus Sales requested a \$160,000 contract value increase or a new contract to cover the incentives for three bus deliveries which were completed during the term of an earlier contract that has since expired. The invoices for the three school buses were submitted to the MSRC five months after the expiration date of the contract and there does not exist any mechanism to pay the invoices at this time without the MSRC's approval to augment the pending contract or to execute a new contract. After discussions on the merits of the request, the MSRC denied this request.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a monthly written status report on all open contracts from FY 2002-03 through the present.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwen Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's October 16, 2008 meeting. However, the MSRC met as a committee of the whole due to lack of a quorum, so these actions must be ratified at its next meeting. The MSRC's next meeting is Thursday, November 20, 2008, at 2:00 p.m. in Room CC8.

Approved Minutes

Minutes from the August 21 and September 28, 2008 meetings were unanimously approved by a committee of the whole.

Caltrans' Participation in the "Showcase" Program

The MSRC's Off-Road Diesel Equipment Retrofit "Showcase" Program, in partnership with CARB and the AQMD, is intended to demonstrate on-road retrofit devices on off-road construction vehicles across a variety of engine families. The MSRC previously awarded funds to Caltrans to demonstrate devices on 18 vehicles. Subsequent to the award, Caltrans informed the MSRC that it does not have the budgetary authority to accept reimbursement from the MSRC or to enter into purchase contracts for the devices and staff is considering alternative mechanisms to participate in the program, such as contracts directly with the device manufacturers. Additionally, since the award to Caltrans was based on an average cost, it was determined that additional funds were needed because some devices had higher costs than the average. The MSRC's Technical Advisory Committee recommended an additional \$50,475 to ensure all the Caltrans vehicles remained in the demonstration. Unfortunately, it was determined at the MSRC's October 16 meeting that too many issues and questions remained unresolved and staff has not received a response from Caltrans to its request for additional information. Staff requested that the item be pulled from the agenda. The MSRC will consider the issue after additional research has been conducted and when a quorum is present.

Considering Additional Funds for Alternative Fuel School Bus Program

The MSRC's Alternative Fuel School Bus Program is administered by two vendors, A-Z

Bus Sales and BusWest. At its October 16, 2008 meeting, the MSRC considered requests from both vendors for additional funds, which would have to come from unallocated revenues since all program monies have been allocated. Additionally, the \$1.2 million request from BusWest was for reimbursement of buses already delivered. The prior month the MSRC had denied a request from the other vendor A-Z Bus for buses invoiced five months after contract termination. A representative from A-Z Bus appeared at the October 16, 2008 MSRC meeting to request that this denial be reconsidered. Since this was not on the agenda, the MSRC would not consider. The representative was allowed to address the committee as public comment. Staff and legal will agendize a motion for reconsideration as requested by Vice-Chair Greg Winterbottom and potential reconsideration of the denial of A-Z's request at the November 2008 MSRC meeting. The MSRC decided to postpone consideration of the A-Z and Bus West items on today's agenda due to lack of a quorum and the need for additional deliberation on its overall remaining funding priorities, to be considered at its November 2008 meeting.

Contract Modification Requests

At its October 16, 2008 meeting, the MSRC considered three contract modification requests and took unanimous action to approve as a committee of the whole, subject to ratification, as follows:

1. For County of Orange Contract #ML04038, which provides \$440,000 towards the purchase of four heavy-duty and one medium-duty CNG vehicles as well as installation of a CNG station, approval of vehicle substitutions, a reduction of scope, and a 15-month contractual term extension;
2. For County of Los Angeles, Department of Public Works, Contract #ML05012, which provides \$349,000 for development of data links for exchange of traffic information with the Department of Transportation, approval of a one-year contractual term extension; and
3. For County of Los Angeles, Department of Public Works, Contract #ML05014, which provides \$204,221 for a signal synchronization project, approval of a 43-month contractual term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2002-03 through the present.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath			
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	G. Duncan
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			L. Dale
District 11 (Bartow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper	T. Jasper		G. Ovitt
San Bernardino County	G. Ovitt			
SANBAG Acting as County Transportation Commission	P. Leon			P. Leon
SANBAG Subregional Appointees*		B. Cortes	Vacant (J. Harrison)	P. Leon
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		B. Jahn J. Mitchell	Vacant (P. Lilburn)	K. Chastain

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, and

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

[illegible]

SANBAG Policy Committee Membership

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Policy Committee Membership

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	Audit Subcommittee - SANBAG President – Gary Ovitt, Supervisor - Vice President – Paul Eaton, Montclair - Immediate Past President – Vacant - Presidential Appointment – Pat Gilbreath, Redlands
Ad Hoc Committee to Review Council of Government Roles In June 2006, the SANBAG President appointed the committee.	Reviews SANBAG activities and Board Member requests related to SANBAG's role as a Council of Governments.	Kelly Chastain, Colton (Chair) Dennis Hansberger, SBCO, representing East Valley and Mountain/Desert Josie Gonzales, SBCO, representing the East Valley John Pomierski, Upland, representing West Valley and recognizing his position as Major Projects Committee Chair Pat Morris, San Bernardino, representing the East Valley Paul Eaton, Montclair, representing the West Valley and recognizing his position as Plans & Programs Committee Chair Vacant - Jim Lindley, Hesperia, representing Mountain/Desert and recognizing his position as Mountain/Desert Committee Vice Chair.
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District (Colonies Development) In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development	Reviews and provides guidance on litigation with San Bernardino County Flood Control District (Colonies Development).	Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996